

## **DECISION**

### **Introduction**

This hearing dealt with two applications pursuant to the *Residential Tenancy Act* (Act). The Tenant's application for:

- cancellation of the Landlord's One Month Notice to End Tenancy for End of Employment under section 48 of the Act

And the Landlord's application for:

- An Order of Possession based on a One Month Notice to End Tenancy for Cause under sections 47 and 55 of the Act
- Authorization to recover the filing fee for this application from the Tenant under section 72 of the Act

Those listed on the cover page of this decision attended the hearing and were affirmed. Words utilizing the singular shall also include the plural and vice versa where the context requires.

### **Service of Notice of Dispute Resolution Proceeding (Proceeding Package) and Evidence**

As both parties confirmed service of the Proceeding Package and documentary evidence, I find both parties were served with the required materials in accordance with the Act.

### **Preliminary Matters**

#### *Preliminary Matter – Incorrect Issue on the Tenant's Application*

At the outset of the hearing both parties confirmed that before this arbitrator was the One Month Notice to End Tenancy for Cause dated September 5, 2025. The Tenant erred by selecting on their application the following issue:

- cancellation of the Landlord's One Month Notice to End Tenancy for End of Employment under section 48 of the Act

Both parties were prepared to proceed with the hearing based on the One Month Notice to End Tenancy to End Tenancy for Cause under section 47 of the Act.

Based on the submissions before me and as per Residential Tenancy Branch (RTB) Rules of Procedure (Rules) Rule 7.12, I amended the Tenant's application to proceed on the following issue:

- Cancellation of the Landlord's One Month Notice to End Tenancy for Cause (One Month Notice) under section 47 of the Act

#### *Preliminary Matter – Amended Name of the Landlord*

At the outset of the hearing the parties provided the full legal name of the Landlord as listed on the Tenancy Agreement (TA).

Based on the testimony of the parties, the TA, and as per RTB Rule 7.12, I amended both applications to include the correct name of the Landlord.

### **Issues to be Decided**

Should the Landlord's One Month Notice be cancelled? If not, is the Landlord entitled to an Order of Possession?

Is the Landlord entitled to recover the filing for this application from the Tenant?

### **Background and Evidence**

I have reviewed evidence, including the testimony of the parties, but will refer only to what I find relevant for my decision.

The rental unit is an apartment in a building (the Building). Both parties agreed that this tenancy began on August 1, 2025. The monthly rent is \$1,795.00 due on the first day of the month. The Tenant paid a security deposit in the amount of \$897.50.

On September 5, 2025, the Landlord served to the Tenant the One Month Notice, with an effective date of October 31, 2025. The One Month Notice indicates the following reasons to end the tenancy:

- The Tenant seriously jeopardized the health or safety or lawful right of another occupant or the landlord
- The Tenant put the landlord's property at significant risk

The Details of Cause listed on the One Month Notice state:

- TENANT VEHICLE SET ON FIRE, SEPT 3, 2025, PARKING STALL #33 – TARGETTED ARSON, RCMP ON GOING INVESTIGATION. DAMAGE TO OWNERS PROPERTY

[reproduced as written]

Agent MR (MR) for the Landlord testified that at 1:50 AM on September 4, 2025, the Tenant's vehicle was targeted and torched, while parked in the open parking lot of the Building. MR stated the only vehicles that were targeted were those of the Tenant and the Tenant's family member AM (AM).

I will refer to the incident on September 4, 2025, noted above as the "Incident" for the remainder of this decision.

MR stated that the RCMP confirmed targeted arson with involvement to the Tenant's son. MR referred to email communication submitted in evidence to show the Tenant's acknowledgment that the Tenant's son received death threats.

MR stated that other occupants of the Building were anxious and afraid due to the Incident and circumstances. The Landlord submitted in their documentary evidence communication from other occupants of the Building, and photographs.

Agent CW (CW) for the Landlord referred to RCMP Information that was submitted as part of the Landlord's documentary evidence. CW testified that this dramatic Incident posed insurance risks, risk to the Building, and to the safety of other occupants of the Building.

Owner DD (DD) testified that the total costs of repairs was in the amount of \$7,500.00. DD stated that the Incident was very significant, impacted two additional vehicles that were parked near AM's vehicle. Further, the Tenant's vehicle was parked near multiple homes within close proximity.

The Tenant referred to prior incidents of security concerns, such as stolen packages and parcels, at the Building. The Tenant stated that the Landlord failed to install security cameras despite repeated requests for such surveillance by the Tenant.

AM referred to the documentary evidence where the RCMP stated there was no indication the public at large is at risk. AM also referred to RCMP email communication of September 5, 2025, that was submitted in evidence.

AM stated that they were victim(s) of this Incident and they did not cause any harm or threat to others. AM stated that there were no similar or concerning prior or subsequent situations, since the date of the Incident.

## **Analysis**

Based on the documentary evidence and the testimony provided during the hearing, and on the balance of probabilities, I find the following.

### **Should the Landlord's One Month Notice be cancelled? If not, is the Landlord entitled to an Order of Possession?**

Section 47 of the Act states that a landlord may issue a Notice to End Tenancy for Cause to a tenant if the landlord has grounds to do so. Upon receipt of a Notice to End Tenancy for Cause the tenant may, within ten days, dispute the notice by filing an application for dispute resolution with the RTB. If the tenant files an application to dispute the notice, the landlord bears the burden to prove the grounds for the One Month Notice.

As the Tenant disputed this notice on September 9, 2025, and as the One Month Notice was served to the Tenant on September 5, 2025, I find that the Tenant has applied to dispute the One Month Notice within the time frame allowed by section 47 of the Act. I find that the Landlord has the burden to prove that they have sufficient grounds to issue the One Month Notice.

Although I accept the Incident resulted in damages and significant concern for the Landlord and other occupants of the Building, I find the Landlord has failed to prove that they have sufficient cause to issue the One Month Notice to the Tenant and obtain an end to this tenancy for the reasons stated below:

Firstly, the evidence shows that the Tenant acknowledged death threats were made involving their son, however, the evidence also shows the Tenant took appropriate steps to contact and report such concerns to police authorities.

I find the Tenant was the victim of the Incident of September 4, 2025, and they did not cause or contribute to the Incident. I place significant weight on the documentary evidence of communication from the RCMP, which clearly states there was no indication the public at large was at risk. Further, the RCMP Staff Sergeant stated that the Tenant, AM, nor the Tenant's son, were suspects in the arson, or is it the belief of the police that the suspects were permitted on the residential property by the Tenant.

Further, in this case, the police response shows the Tenant and AM were cooperating fully with the police investigation and there was no action or inaction on their part that in any way contributed to the Incident.

Again, while I understand the Landlord's concern and the seriousness of the Incident itself as proven by the Landlord's documentary evidence of photographs and news articles, I find the Landlord did not provide sufficient evidence to prove the Tenant seriously jeopardized the health or safety or lawful right of another occupant or the Landlord, or put the Landlord's property at significant risk.

As such, the Tenant's application is granted for cancellation of the Landlord's One Month Notice under section 47 of the Act.

The One Month Notice of September 5, 2025, is cancelled and of no force or effect. This tenancy continues until it is ended in accordance with the Act.

**Is the Landlord entitled to recover the filing for this application from the Tenant?**

As the Landlord was not successful in this application, I decline to grant the filing fee of \$100.00. This claim is dismissed, without leave to reapply.

**Conclusion**

The Tenant's application is granted for cancellation of the Landlord's One Month Notice under section 47 of the Act.

The One Month Notice of September 5, 2025, is cancelled and is of no force or effect.

This tenancy continues until it is ended in accordance with the Act.

Although the Tenant did not apply for the filing fee, as the Tenant's application has merit and given that the Tenant paid a \$100.00 filing fee, under sections 62 and 72 of the Act, I authorize the Tenant to deduct \$100.00 from a future month of rent for the filing fee paid for this dispute. Such a deduction is not grounds for the Landlord to issue a notice to end tenancy for nonpayment of rent, as the Tenant is entitled to withhold rent when authorized by an arbitrator.

The Landlord's application is dismissed in its entirety, without leave to reapply.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under section 9.1(1) of the Act.

Dated: November 13, 2025

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Residential Tenancy Branch