



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNC

### Introduction

The tenant applies to cancel a one month Notice to End Tenancy for cause dated and received July 27, 2017.

Both parties attended the hearing, the landlord by its representative Ms. L.A.. and were given the opportunity to be heard, to present sworn testimony and other evidence, to make submissions, to call witnesses and to question the other. Only documentary evidence that had been traded between the parties was admitted as evidence during the hearing.

### Issue(s) to be Decided

Does the evidence presented during the hearing show on a balance of probabilities that any of the grounds in the Notice occurred?

### Background and Evidence

The rental unit is a two bedroom portion of a “six-plex.” The tenancy started in June 2015. There is a written tenancy agreement. The monthly rent is \$622.00. The landlord holds a \$300.00 security deposit and a \$300.00 pet damage deposit.

On July 26, 2017 someone outside the rental unit discharged two shotgun rounds into the front door. Ms. L.A. knows little about the incident. She has requested a copy of the police report about four or five weeks ago but has not received it yet.

She thinks the tenant, who is an addict in recovery, has had a slip and that she is thus attracting the kind of person who would fire a shotgun into someone’s door. She thinks the shooter had been chasing the tenant’s nephew, who was inside the rental unit at the time of the shooting.

The tenant testifies that on the day in question her nephew had come through her unlocked door without knocking and had been followed by the man with the shotgun. She says the man with the shotgun was wearing a mask. She screamed for him to get out. He left and then shot back through the door. She admits she is an addict but says she is clean (drug free) and is active in her recovery.

The landlord responds saying the tenant has admitted to her she has slipped in her addiction recovery.

### Analysis

The Notice alleges that the tenant or someone permitted onto the premises by the tenant has a) significantly interfered with or unreasonably disturbed another occupant or the landlord, or b) has seriously jeopardized the health or safety or lawful right of another occupant or the landlord. Secondly, the Notice alleges that the tenant or a person permitted on the property by the tenant has engaged in illegal activity that has, or is likely to adversely affect the quiet enjoyment, security, safety or physical well being of another occupant.

Obviously the firing of a shotgun on residential property seriously jeopardizes the health and safety of the occupants, their security and well being. It is an illegal act.

The question is whether or not the gun wielder was a person permitted on the property by the tenant.

Obviously the tenant gave neither her express or implied consent or permission for that person to be in her rental unit or on her property.

The landlord intimates that this is the type of person and the type of conduct that must be expected if the tenant is back in active addiction.

In my view neither the tenant's nephew or the gunman entered the rental unit with her express or implied permission. I may be that the nephew was usually welcome to enter the tenant's home, but I do not think that any such blanket permission would include the nephew entering while being chased by a man with a shotgun.

For these reasons I find that the Notice has not been substantiated and I hereby cancel it.

Conclusion

The tenant's application is allowed but not without a warning to her that if she descends back into active drug use and the life that goes with it, she may expect that her habits and the acquaintances that go with it could adversely affect the quiet enjoyment, security and safety of other occupants in the complex, leading to her eviction.

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

Dated: October 25, 2017

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Residential Tenancy Branch