



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding WALL STREET HOLDINGS  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      CNC

### Introduction

This hearing that dealt with the tenant's application pursuant to the *Residential Tenancy Act* (the *Act*) for:

- cancellation of the One Month Notice to End Tenancy for Cause (the "One Month Notice"), pursuant to section 47.

Both parties attended the hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses. The parties confirmed that they had exchanged their documentary evidence.

### Issue(s) to be Decided

Is the tenant entitled to cancellation of the One Month Notice to End Tenancy for Cause? If not, is the landlord entitled to an Order of Possession?

### Background and Evidence

The landlord gave the following testimony. The landlord is not quite sure when the tenancy began as they just recently started managing this building. The monthly rent for this unit is \$870.00. The landlord issued a One Month Notice to End Tenancy for Cause on October 4, 2019 for the following reason:

- Tenant or person permitted on the property by the tenant has put the landlord's property at risk.

NH testified that the tenant has put the landlord's property at risk by allowing a tenant that was evicted in July 2019 back in the building. LB testified that they have received numerous complaints from other tenants about this individual being let into the building

by the subject tenant. RH testified that the tenant had the evicted tenant in his unit two days prior to this hearing. NH testified that the unwelcome individuals do drugs in the laundry room and significantly interfere and disturb other tenants. NH testified that some tenants are terrified of the tenant and his friends. The landlords request that they be granted an order of possession.

The tenant gave the following testimony. The tenant testified that he does let the previous tenant into the building as he is a friend. The tenant testified that he has not been told directly as to why this person is not allowed in the building. The tenant testified that he is now aware that

### Analysis

While I have turned my mind to all the documentary evidence and the testimony of the parties, not all details of the respective submissions and arguments are reproduced here. The principal aspects of the tenant's claim and my findings around each are set out below.

When a landlord issues a notice under Section 47 of the Act they bear the responsibility in providing sufficient evidence to support the issuance of that notice. It is worth noting that the landlord presented their evidence in a very disjointed and vague fashion. In addition, the landlord neglected to submit a copy of the Notice to End Tenancy for Cause, however I was able to canvass and review the form and content and reached a consensus from the parties that they indeed each had an exact copy of it. The landlords' testimony and documentation were in conflict through much of the hearing, when it was; I considered the sworn testimony.

Residential Tenancy Branch Rules of Procedure 3.7 addresses this issue as follows.

### **3.7 Evidence must be organized, clear and legible**

All documents to be relied on as evidence must be clear and legible.

To ensure a fair, efficient and effective process, identical documents and photographs, identified in the same manner, must be served on each respondent and uploaded to the Online Application for Dispute Resolution or submitted to the Residential Tenancy Branch directly or through a Service BC Office.

For example, photographs must be described in the same way, in the same order, such as: "Living room photo 1 and Living room photo 2".

To ensure fairness and efficiency, the arbitrator has the discretion to not consider evidence if the arbitrator determines it is not readily identifiable, organized, clear and legible.

The landlord referred to documents that they say clearly supports the issuance of the notice and that may very well be the case, however, those documents were not before me on this date. Based on the insufficient documentation before me on this date, I hereby set aside the One Month Notice to End Tenancy for Cause dated November 6, 2019 with the effective date of November 30, 2019.

### Conclusion

The One Month Notice to End Tenancy for Cause dated November 6, 2019 is cancelled, the notice is of no effect or force. The tenancy continues.

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: November 08, 2019

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Residential Tenancy Branch