



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards
Ministry of Housing and Social Development

DECISION

Dispute Codes: CNC.

Introduction:

This hearing dealt with an application by the tenant disputing a Notice to End Tenancy served on him related to cause. In the notice the landlord seeks to end the tenancy on the basis that the tenant has seriously jeopardized the health or safety or lawful right of another occupant or the landlord and the tenant has engaged in illegal activity that has, or is likely to, adversely affect the quiet enjoyment, security, safety, or physical wellbeing of another occupant or the landlord.

Background and Evidence:

I accept that the tenant was served with a Notice to End Tenancy for Cause, pursuant to section 47 of the *Act*, when it was left on the door step of his rental unit. I accept service of this notice only because the tenant acknowledges receiving it. However, being placed on the door step of a rental unit would not normally be accepted as proper service. The landlord should contact the *Residential Tenancy Branch* to receive more information on the proper service of documents.

The tenant filed to dispute the notice within the ten day timeframe allowed pursuant to section 47(4) of the *Act*. I accept that the landlord was served with notice of the tenant's application and this hearing in person on September 4, 2008.

When asked to present his reasons for serving the Notice to End Tenancy the landlord argued that he has multiple problems with the tenant paying his rent on time and disclosed a situation from approximately two months ago where the tenant allegedly engaged in an argument with another occupant where there were apparently threats. The landlord stated that the other occupant gave notice to end his tenancy, allegedly due to this confrontation.

The tenant denies the allegations of the landlord and subsequently went on to make his own allegations regarding the landlord's apparent attempts to infringe on his quiet enjoyment.

Neither party had any evidence to support their allegations. Each party submitted that the other was "making up stories".

Analysis:

In the absence of any evidence from either party to corroborate their version of events, I am left with no actual evidence supporting that this tenancy should end. The landlord, having served the notice, has the burden of proving on the balance of probabilities that there is sufficient cause to end the tenancy. I find that the landlord has failed to show or submit any substantive evidence to support his allegations.

Conclusion:

I find that the landlord has failed to show any cause that would lead me to end this tenancy. Therefore, I accept the tenant's application and I set aside the Notice to End Tenancy.

This tenancy will continue with full force and effect.

Dated September 29, 2008.