

## **DECISION**

Dispute Codes      CNC, MNDC, FF

### Introduction

This hearing dealt with the Tenant's Application for Dispute Resolution, seeking to cancel a Notice to End Tenancy for cause, an order for monetary compensation under the Act or tenancy agreement and to recover the filing fee for the Application.

Both parties appeared, gave affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross-examine the other party, and make submissions to me.

### Issues(s) to be Decided

Should the Notice to End Tenancy be cancelled? Is the Tenant entitled to monetary compensation under the Act or tenancy agreement?

### Background and Evidence

The Tenant did not provide a copy of the Notice to End Tenancy or a tenancy agreement in evidence. He was claiming monetary compensation of \$1,500.00, from the Landlord for the first month of rent in a new place, for a damage deposit for the new place and his cost of moving to the new place.

### Analysis

The Tenant's claim is based on the Notice to End Tenancy form issued to him by the Landlord.

The Notice to End Tenancy document is not a "mere technicality" as referred to by the Tenant during the hearing. In fact, it is hard to imagine another document being more relevant or material to the Tenant's claim, in particular when he is asking to have this document cancelled.

The responsibility of proving a claim is on the person making the claim. As the Tenant failed to provide a copy of the Notice, I find the Tenant has provided insufficient evidence to prove his claim. Therefore, I dismiss the claim without leave to reapply.

Following the dismissal of the claim, the Landlord requested an order of possession for the unit. Under section 55(1) of the Act, I must grant that request. The Landlord

requested possession of the unit for the end of September. Therefore, I grant an order of possession for the rental unit effective at **1:00 p.m. September 30, 2009.**

I also note that following my decision to dismiss his claim, the Tenant became hostile and used profanities to describe the Act and the justice system in general. The Tenant was cautioned that this type of language and behaviour in a formal legal hearing was inappropriate.

### Conclusion

The Tenant provided insufficient evidence to prove his claim. The Landlord is granted an order of possession for the rental unit, effective at 1:00 p.m. September 30, 2009.

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: September 17, 2009.

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Dispute Resolution Officer