



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes CNC, FF, LAT, LRE, O, OLC

Introduction

A substantial amount of documentary evidence, photo evidence, and written arguments has been submitted by the parties prior to the hearing. I have thoroughly reviewed all submissions.

I also gave the parties the opportunity to give their evidence orally and the parties were given the opportunity to ask questions of the other parties.

All testimony was taken under affirmation.

Issues(s) to be Decided

First of all it is my decision that I will not deal with all the issues that the applicant has put on the application. For claims to be combined on an application they must related.

Not all the claims on this application are sufficiently related to the main issue, to be dealt with together.

I therefore will deal with the application to cancel a Notice to End Tenancy and I dismiss the remaining claims, with liberty to re-apply.

Background and Evidence

On July 28, 2010 the landlord served the tenant with a section 47, 1 month Notice to End Tenancy, and the applicant is requesting that that notice be cancelled.

The landlord/respondents testified that:

- On July 27, 2010 the applicant/tenant threatened the landlord, by leaning over the landlord in a threatening manner and stating “if you were my age I take you outside and throw you in the trash bin”.
- The landlord was frightened by this incident and immediately left the scene and subsequently reported the incident to the police.
- There were no other witnesses to this incident.
- The applicant tenant has also slandered the landlord to other tenants in the rental property by telling them that the landlord has unlawfully gained access to the mailboxes.
- No other tenants are willing to come forward to testify in this matter.

The landlords therefore believe that this tenancy should end and that an Order of Possession should be issued.

The applicant/tenant testified that:

- He at no time has threatened the landlord, and in fact it was the landlord who acted aggressively towards the tenant.
- The landlord yelled at him, told him to shut his mouth and listen, waived his finger at him, and even blocked his access to the elevator.
- He has never spoken to any other tenants about the landlord accessing the mailboxes, however he has spoken to Canada Post in attempt to clarify whether or not what the landlords doing is legal.

The applicant tenant therefore request of the Notice to End Tenancy be cancelled and that the tenancy continues. He is also requesting that the landlord bear the cost of the filing fee.



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Analysis

The burden of proving the reasons for giving a Notice to End Tenancy lies with the landlord, and when it is just the landlords word against that of the tenant that burden of proof is not met.

In this case the landlord has testified that there were no witnesses to the alleged incident of threatening, and that none of the tenants are willing to testify with regards to the alleged slander.

The tenant denies all the claims made by the landlord, and therefore since it is basically just the landlord's word against that of the tenant the landlord has not met the burden of proving the reasons given for ending the tenancy.

Conclusion

I hereby cancel the section 47 Notice to End Tenancy dated July 28, 2010 and this tenancy continues. I further order that the landlord bear the \$50.00 cost of the filing fee that was paid by the tenant for the application for dispute resolution, and therefore the tenant may make a, one time, \$50.00 deduction from future rent payable to the landlord.

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: August 27, 2010.

Dispute Resolution Officer