



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes CNC

Introduction

This matter dealt with an application by the tenant to cancel a Notice to End Tenancy for cause.

Service of the hearing documents was done in accordance with section 89 of the *Act*, and were hand delivered to the landlord. The landlords' agent confirmed receipt of the hearing documents.

Both parties appeared, gave affirmed testimony, were provided the opportunity to present their evidence orally, in written form, documentary form, to cross-examine the other party, and make submissions to me. On the basis of the solemnly affirmed evidence presented at the hearing I have determined:

Issues(s) to be Decided

Is the tenant entitled to cancel the Notice to End Tenancy?

Background and Evidence

This tenancy started on June 01, 2006. The tenant pays a monthly site rent of \$338.00 which is due on the first day of each month. This is a month to month tenancy and the tenant states she paid a cleanup deposit of \$100.00 at the start of her tenancy.

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The landlords' agent testifies that the tenant was served with a One Month Notice to End Tenancy for cause. The reason given on this Notice is that the tenant has engaged in an illegal activity that has or is likely to damage the landlords' property.

The landlords' agent testifies that the tenant has kept two uninsured vehicles on her site and has a large amount of garbage on the site. The landlords' agent claims the landlord has given the tenant written notice to remove the vehicles and garbage from her site or the landlord will be fined by the city. The landlords' agent agrees that the tenant has removed one of the vehicles from her site and some of the garbage has been cleaned up.

The tenant disputes the landlords' claims. She testifies that she did have two vehicles on her site and one has been removed. She claims she is entitled to have one vehicle on her site and this will be insured as soon as possible. The tenant states she has never been given a written tenancy agreement which states she can only have one vehicle on her site or that it must be insured. The tenant testifies that the landlord has never given her any notices concerning the vehicles or garbage on her site and the first she heard about it being a problem was when she was given the one Month Notice to End Tenancy.

The tenant states when this landlord took over the site in either June or July, 2010 the garbage dumpsters were removed and the tenants had no where to put their garbage for approximately 21 days. The tenants states she has taken steps to clean up her site and remove her garbage. The tenant claims she has never engaged in an illegal activity that has damaged the landlords property.



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Analysis

I have carefully considered all the evidence before me, including the affirmed evidence of both parties; In this matter, the landlord has the burden of proof and must show (on a balance of probabilities) that grounds exist (as set out on the Notice to End Tenancy) to end the tenancy. This means that if the landlord's evidence is contradicted by the tenant, the landlord will generally need to provide additional, corroborating evidence to satisfy the burden of proof. In the absence of any corroborating evidence, I find that the landlord has not provided sufficient evidence to show that grounds exist to end the tenancy for cause and as a result, the Notice is cancelled and the tenancy will continue.

Conclusion

The tenant's application is allowed. The one Month Notice to End Tenancy for Cause dated August 24, 2010 is cancelled and the tenancy will continue.

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 12, 2010.

Dispute Resolution Officer