



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes: CNC

Introduction

This hearing dealt with an application by the tenant for an order to set aside a notice to end tenancy. Both parties attended the hearing and had opportunity to be heard.

Issue to be Decided

Does the landlord have grounds to end this tenancy?

Background and Evidence

The tenancy began on July 01, 2010. On October 25, 2010, the landlord served the tenant with a notice to end tenancy for cause. The tenant applied to dispute the notice but did not file a copy of the notice.

The landlord did not file any evidence to support the reasons for wanting the tenancy to end. During the hearing the landlord testified that the tenant and his visitors have created noise disturbances in the apartment building and that the landlord has received numerous complaints from the other residents. The landlord also stated that she served the tenant with a warning letter prior to issuing the notice to end tenancy. The landlord did not file any evidence to support her allegations.

The tenant denied all allegations and also denied having received a warning letter. He stated that the notice to end tenancy was the first time he was advised of complaints of noise disturbances coming from his rental unit.

Analysis

In order to support the notice to end tenancy, the landlord must prove at least one of the grounds alleged

As explained to the parties during the hearing, the onus or burden of proof is on the party making a claim to prove the claim. When one party provides evidence of the facts in one way and the other party provides an equally probable explanation of the facts, without other evidence to support the claim, the party making the claim has not met the burden of proof, on a balance of probabilities, and the claim fails.

The landlord made allegations of noise disturbances against the tenant. The tenant denied the allegations and the landlord did not file any evidence to support her allegations. Therefore, I am unable to determine that the landlord has cause to end the tenancy.

I therefore allow the tenant's application and set aside the landlord's Notice to End Tenancy dated October 25, 2010. As a result, the tenancy shall continue in accordance with its original terms.

Conclusion

The notice to end tenancy is set aside 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: November 23, 2010.

Dispute Resolution Officer