



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Public Safety and Solicitor General

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 s. 89 of the *Act*. They were given in person to the landlords' agent on December 03, 2010. I find that the landlord was properly served pursuant to s. 89 of the *Act* with notice of this hearing and the hearing proceeded in the landlords' absence.

Both parties were provided the opportunity to present evidence and make submissions. As the landlord did not appear the submissions were made by the tenant. On the basis of the evidence presented at the hearing, a decision has been reached.

Issue(s) to be Decided

Is the tenant entitled to cancel the One Month Notice to End Tenancy for cause?

Background and Evidence

The tenant testifies that his month to month tenancy started in July 2002. His rent is \$387.00 per month and is paid on or before the first day of each month. The tenant testifies that found a One Month Notice to End Tenancy inside his unit on the floor near his door when he returned to his unit on December 01, 2010. The reason given on this Notice is that the tenant or a person permitted on the property by the tenant has: significantly interfered with or unreasonable disturbed another occupant or the landlord.

The tenant disputes the reason given on this Notice and states he has not disturbed the landlord or other occupants of the rental unit and has not had any invited guests in his unit who have



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caused a disturbance. The tenant states all his friends have both his unit number and his telephone number and would ring his unit if they were coming to visit him. He states on the nights in question he did not have any guests to his unit.

Analysis

The landlord did not appear at the hearing or provide any evidence to support the reason given on the One Month Notice to End Tenancy; therefore, in the absence of any evidence from the landlord, I have carefully considered the tenants affirmed testimony before me.

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 any evidence to show that grounds exist to end the tenancy 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 December 01, 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: December 29, 2010.

Residential Tenancy Branch