



# Dispute Resolution Services

Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      CNC

### Introduction

This hearing dealt with an application by the tenant for seeking an order to cancel the Notice to End Tenancy for Cause. Both parties participated in the conference call hearing. Both Parties gave affirmed evidence.

### Issues to be Decided

Is the tenant entitled to have the Notice cancelled?

### Background and Evidence

The tenancy began on or about December 1, 2005. Rent in the amount of \$845.00 is payable in advance on the first day of each month. The landlord testified to the following; the tenant's son had assaulted another tenant, caused damage to a wall, continuously disturbed other tenants by making noise at all hours of the day, and had multiple visitors coming and going at all hours of the night. The tenant did not dispute the assault or the damage and testified that her son had written a letter of apology and had paid to have the repairs done. The landlord confirmed that he had written the letter of apology and paid for the damages. The landlord provided documentary and witness evidence that the tenant's son had continued with his behaviour even after they had issued written warnings after the assault.

Analysis

As explained to the parties at the outset of the hearing the onus or burden of proof is on the party making the claim, in this case the tenant. 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 their claim, the party making the claim has not met the burden of proof, on a balance of probabilities, and the claim fails. In the tenants own testimony she admitted there had been incident's that involved her son. When given the opportunity to challenge witness and documentary evidence she could only provide "I'm really surprised he wrote and said that". She was unable to provide disputing evidence. I find the tenants evidence to be inconsistent and unreliable.

During the hearing the landlord applied for an Order of Possession. Based on the above facts I find that the landlord is entitled to an order of possession. The tenant must be served with the order of possession. Should the tenant fail to comply with the order, the order may be filed in the Supreme Court of British Columbia and enforced as an order of that Court.

Conclusion

The tenant's application is dismissed.

The landlord is granted an Order of Possession.

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: April 21, 2011.

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Residential Tenancy Branch