

DECISION

Dispute Codes CNC

Introduction

This is an application filed by the Tenant to cancel a notice to end tenancy for cause.

Both parties attended the hearing by conference call and gave testimony. A copy of the notice to end tenancy dated November 20, 2011 was filed. Neither party submitted any other evidence. As both parties have attended the hearing, I am satisfied that each has been properly served under the Act.

Issue(s) to be Decided

Is the Tenant entitled to an order to cancel the notice to end tenancy for cause?

Background and Evidence

The Landlord states that Tenant was served a 1 month notice to end tenancy for cause with the stated reasons that the Tenant or a person permitted on the property by the tenant has significantly interfered with or unreasonably disturbed another tenant or the landlord, seriously jeopardized the health or safety or lawful right of another occupant or the landlord, put the landlord's property at significant risk and the Tenant has engaged in illegal activity that has, or is likely to adversely affect the quiet enjoyment, security, safety or physical well-being of another occupant or the landlord, jeopardize a lawful right or interest of another occupant or the landlord. The Tenant disputes this stating that she was not given any specifics or notices of any specific complaints. The Landlord states that attempts have been made to serve notices on the Tenant without success. The Landlord states that the Tenant verbally assaults the Landlord and other Tenants of the Park.

Analysis

As explained to the parties during the hearing the onus or burden of proof is on the party making the claim, in this case the Landlord is responsible as the Tenant has made an application to dispute the notice. The Landlord has the burden to prove, based on a

balance of probabilities, that the Tenancy should end for the reasons indicated on the notice. The Landlord was unable to provide any specifics of the reasons for cause. In the absence of any supporting evidence, I find that the Tenant's application to cancel the notice is granted. The notice dated November 20, 2011 is set aside and the Tenancy shall continue.

Conclusion

The Notice to End Tenancy issued November 20, 2011 is cancelled and the Tenancy continues.

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: February 01, 2012.

Residential Tenancy Branch