



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, FF

Introduction

The tenant applies to cancel a Notice to End Tenancy given for Cause.

Both parties attended the hearing and gave evidence under oath.

Issues(s) to be Decided

Does the landlord have cause to end this tenancy?

Background and Evidence

This tenancy began in 2008 the tenant rents a guest house on the landlord's property and rent is fixed at \$700.00 per month. The landlord issued a one month Notice to End Tenancy for Cause wishing to end the tenancy on the grounds that:

The tenant is repeatedly late paying rent;

The tenant or a person permitted on the property by the tenant has:

- Significantly interfered with or unreasonably disturbed another occupant or the landlord; and
- Has put the landlord's property at significant risk.

Tenant has engaged in an 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.

The landlord says the tenant has been late paying rent many times but he does not have a record of the late rental payments.

Further, the landlord says that Shaw Cable has changed the cable systems and provided new boxes to be installed to obtain the new channels. The landlord has

provided a box to the tenant but the tenant has been unable to hook the box up although the landlord and his son have offered their assistance.

On March 24, 2012 the tenant came to the landlord's home and began yelling at the landlord and his wife that his cable does not work and all he is receiving is Punjabi channels.

The landlord says further that the tenant will not allow him to inspect all areas of the rental unit and he smells marijuana and believes the tenant may have marijuana in the rental unit although he has no proof of this. When the landlord did go in to inspect on one occasion he noted green slime on the ceilings. The landlord says the unit is very dirty and there are spider webs. The landlord is concerned for the safety of his property.

Further, the landlord says there is no parking available for the tenant yet the tenant insists on parking his vehicle on the tennis court located on the property.

The tenant says that he has been late paying rent from time to time but sometimes he pays the rent early. The tenant says none of what the landlord is saying is true. The tenant says the landlord cut off his cable and when he complained the landlord served him with a Notice to End Tenancy. The tenant says his car has been parked on the property for 2 years without problem. The tenant says that as soon as he receives proper notice that the landlord wishes to inspect the property he will allow the landlord to come in. The tenant says that he did not allow the landlord into the closet in his suite only because he would have to remove a lot of things. Further the tenant says he was not aware that the landlord would need to inspect the closet because the landlord only stated he wished to inspect the smoke detectors nothing more.

Analysis

The onus or burden of proof is on the party making the claim. In this case the landlord has claimed he has cause to end this tenancy and the tenant does not agree. Now the landlord must prove he has cause to end this tenancy and when one party provides testimony/evidence of the events in one way and the other party provides an equally probable but different testimony/evidence of the events, then the party making the claim has not met the burden on a balance of probabilities and the claim fails.

I find that the landlord has failed in his burden of proving he has cause to end this tenancy.

Conclusion

The tenant's application is allowed. The Notice to End Tenancy is cancelled. The effect of this decision is that this tenancy shall continue beyond the effective date set out on the Notice to End Tenancy issued in this matter.

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 26, 2012.

Residential Tenancy Branch