

DECISION

Dispute Codes CNL

Introduction

This hearing dealt with an application by the tenant seeking to have a Notice to End Tenancy set aside. 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 set aside?

Background and Evidence

The tenancy began on or about May 1, 2010. Rent in the amount of \$2000.00 is payable in advance on the first day of each month. At the outset of the tenancy the landlord collected from the tenant a security deposit in the amount of \$960.00.

The landlord gave the following testimony; issued a Two Month Notice to End Tenancy for Landlords Use of Property on May 30, 2012 with an effective date of August 1, 2012, the landlord wishes to move into this unit and wants the tenant to move out.

The tenant gave the following testimony; feels the notice is “unfair”, feels discriminated against, the landlord “doesn’t like me”, “I just want to stay here and deal with my health issues”, and doesn’t think the landlord is acting in good faith.

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 tenant must prove their 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 tenant has submitted that the landlord is acting in a retaliatory manner “because he doesn’t like me and thinks my family is weird”. The landlord stated that he wishes to move into this unit himself. The tenant was unable to provide sufficient evidence that this was not the landlord’s intent. The tenant was unable to satisfy me that the landlord is not acting in “good faith”.

The tenant has not been successful in her application.

The Notice remains in full effect and force.

Conclusion

The tenant’s application is dismissed in its entirety without leave to reapply.

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: June 27, 2012.

Residential Tenancy Branch