

## **DECISION**

Dispute Codes      CNC, OLC, FF

### Introduction

This is an application filed by the Tenant to cancel a notice to end tenancy issued for cause, for the Landlord to comply with Act, Regulation or Tenancy Agreement and the recovery of the filing fee.

Both parties attended the hearing by conference call and gave testimony. As both parties have attended and have confirmed receipt of the evidence submitted, I am satisfied that both parties have been properly served with the notice of hearing and evidence submitted.

### Issue(s) to be Decided

Is the Tenant entitled to an order to cancel the 1 month notice to end tenancy for cause?

Is the Tenant entitled to an order for the Landlord to comply with the Act, Regulation or Tenancy Agreement?

### Background, Evidence and Analysis

Neither party submitted a copy of the notice, but both parties agree that a 1 month notice to end tenancy for cause was issued by the Landlord and given to the Tenant on June 13, 2012 with an effective date of July 16, 2012. The Landlord states that rent is normally due on the 15<sup>th</sup> and that the Tenant was advised in a letter dated June 13, 2012 that was given to the Tenant. Both parties further agree that the stated reason for cause was:

-Tenant's rental unit/ site is part of an employment arrangement that has ended and the unit/site is needed for a new employee.

Both parties agree that the Tenant's employment has ceased and that he was given notice to move his home from the pad and both parties agree that there is no written Tenancy Agreement.

I find based upon the Tenant's own direct testimony that he has not established any reasons to dispute the Landlord's notice. This portion of the Tenant's application is dismissed. The Landlord was adamant that the Tenancy end and that Tenant must vacate the pad. I find that this is just notice that the Landlord wishes to end the tenancy and obtain an order of possession. I grant the Landlord an order of possession for the effective date of the notice. This order must be served on the Tenant. 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.

The Tenant is also seeking to have the Landlord comply with a verbal agreement. The Tenant claims that the Landlord agreed that the Tenant would receive one free year's rent for every year employed. The Tenant states that he has been employed by the Tenant since May of 2003 and that he was terminated on May 31, 2012. The Landlord disputes that any such agreement was made.

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 is responsible as they have made the application. 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. I find on a balance of probabilities that the Tenant has not established his claim. This portion of the Tenant's application is dismissed.

### Conclusion

The Tenant's entire 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 *Manufactured Home Park Tenancy Act*.

Dated: July 20, 2012.

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Residential Tenancy Branch