



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNC

### Introduction

This hearing dealt with an application by the tenant seeking an order to set aside a One Month 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 set aside?

### Background and Evidence

The tenancy began on or about March 31, 2013. Rent in the amount of \$450.00 plus utilities 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 \$225.00.

The landlord gave the following testimony:

The tenant was issued a one month notice to end tenancy for multiple reasons. The landlord stated that the tenant had put the landlords' property at risk by leaving candelabra with lit candles unattended, being in possession of marijuana that is subject to an ongoing investigation, and stealing five dollars from the landlord. The landlord stated that the tenant has been a nuisance since moving in and feels that the tenancy has come to an end as the tenant can no longer be trusted.

The tenant gave the following testimony:

The tenant adamantly disputes all of the landlords' claims. The tenant stated that he and his partner were setting a romantic mood and that the candelabra was always contained and never a risk to person or property. The tenant stated that he has never stored, or used any marijuana on the property and that he is unaware of any police

investigation. The tenant stated that the landlord left the five dollars taped to the fridge. The tenant stated he was running late and need change for the bus. The money has since been paid back to the landlord. The tenant believes the landlord is abusing his authority and trying to force him out.

### Analysis

The tenant and landlord share a common area of this unit. The landlord is not the owner of this property. When a landlord issues a notice to end tenancy for cause they must provide sufficient evidence to support the basis of issuing that notice. The landlord "checked off" several boxes on the notice. The landlord bears the burden of proving their claim. For each of the incidents submitted by the landlord the tenant had a vastly different version of the event. The tenant provided clear and concise testimony along with some documentation to support his position. I did not find the landlords testimony compelling. The landlord did not provide sufficient evidence to support his claim. I find that the tenant has been successful in his application. I set aside the One Month Notice to End Tenancy for Cause. That notice is of no effect or force.

### Conclusion

The Notice is set aside. 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: June 03, 2013

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Residential Tenancy Branch

