



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding WEST HOTEL LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes:

CNC

Introduction

This hearing dealt with an application by the tenant for an order to set aside a notice to end tenancy. Both parties attended the hearing and had opportunity to be heard.

Issue to be Decided

Does the landlord have grounds to end this tenancy?

Background and Evidence

The tenancy began about one year ago. On June 06, 2013, the landlord served the tenant with a notice to end tenancy for cause. The tenant applied to dispute the notice in a timely manner.

The reasons for the notice to end tenancy are that the tenant has put the landlord's property at risk, has damaged the landlord's property, has jeopardized a lawful right or interest of another occupant or the landlord and has caused extraordinary damage to the property. The landlord did not file any evidence to support the reasons for wanting the tenancy to end.

During the hearing the landlord testified that the reason for the notice to end tenancy was that the tenant had caused damage to the elevator which resulted in costly repairs. The tenant denied having caused any damage to the elevator. The tenant denied all allegations.

Analysis

In order to support the notice to end tenancy, the landlord must prove at least one of the grounds alleged

As explained to the parties during the hearing, the onus or burden of proof is on the party making a claim to prove the 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 landlord made allegations that the tenant had damaged the elevator. The tenant denied the allegations and the landlord did not file any evidence to support his allegations. Therefore, I am unable to determine that the landlord has cause to end the tenancy.

I therefore allow the tenant's application and set aside the landlord's notice to end tenancy, dated June 06, 2013. As a result, the tenancy shall continue in accordance with its original terms.

Conclusion

The notice to end tenancy is set aside and the tenancy will continue.

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: July 17, 2013

Residential Tenancy Branch

