



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Harwood Holdings Group  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      CNC

### Introduction

This is an application filed by the Tenant to cancel a notice to end tenancy issued for cause.

Both parties attended the hearing by conference call and gave testimony. The Landlord has confirmed receipt of the Tenant's documentary evidence and states that no documentary evidence has been submitted by the Landlord. As both parties have attended the hearing and have confirmed receipt of the Tenant's notice of hearing package and the submitted documentary evidence, I am satisfied that both parties have been properly served.

### Issue(s) to be Decided

Is the Tenant entitled to an order cancelling the notice to end tenancy?

### Background and Evidence

Both parties agreed that the Tenant was served with a 1 month notice to end tenancy issued for cause dated June 20, 2013 by posting it to the rental unit door. The notice shows an effective date of July 31, 2013. There are 3 selected reasons for cause.

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

- significantly interfered with or unreasonably disturbed another occupant of the landlord.
- seriously jeopardized the health or safety or lawful right of another occupant or the landlord.
- put the landlord's property at significant risk.

The Landlord has also included in typed form on the notice:

“On the evening of June 17, 2013 you were observed using violent and obscene language. You were acting in a threatening manner slamming doors and using a piece of wood to destroy things. Many tenants were very upset by this intolerable behaviour.”

The Tenant has disputed this claim, but states that he did you use obscene language in his rental as well as breaking a broom. The Tenant states that he was never violent nor did he use any wood to destroy things.

The Landlord states that he has no supporting evidence.

### Analysis

The onus or burden of proof lies with the party who is making 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 their claim, the party making the claim has not met the burden of proof, on a balance of probabilities, and the claim fails. In this case, the burden lies with the Landlord. The Tenant has disputed the claims made by the Landlord and has offered an equally probable explanation of the circumstances. The Landlord has failed to provide sufficient evidence to satisfy me that the reasons for cause in this circumstance justifies an end to the tenancy. The Landlord's notice dated June 20, 2013 is set aside. The tenancy shall continue.

### Conclusion

The Tenant's Application is granted.

The notice dated June 20, 2013 is set aside and the tenancy shall 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 25, 2013

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Residential Tenancy Branch