



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNDC, OLC CNR

### Introduction

This is an application to cancel a notice to end tenancy that was given for nonpayment of rent, a request for a monetary order for \$1100.00, and a request for an order for the landlords comply with the Residential Tenancy Act.

Some documentary evidence and written arguments have been submitted by the parties prior to the hearing. I have thoroughly reviewed all submissions.

I also gave the parties the opportunity to give their evidence orally and the parties were given the opportunity to ask questions of the other parties.

All testimony was taken under affirmation.

### Issue(s) to be Decided

The applicant had originally requested an order canceling a notice to end tenancy, however the applicant has subsequently vacated the rental unit and therefore that is no longer an issue.

The issue dealt with today therefore is whether or not the applicant has established a monetary claim for \$1100.00.

### Background and Evidence

The applicant testified that:

- He believes she should be compensated \$1100.00, because the landlord wanted him to move out so that a family member could move in.
- The landlord never served him with a two month notice to end tenancy, but he made threats of making a lot of noise, and he intimidated them to move out.
- The landlord put some sort of noisy machine in the rental unit that makes it so one of his rooms is unusable.
- He therefore moved out of the rental unit on October 1, 2013, however he believes he should be compensated.

The respondent testified that:

- He has never given the tenant a notice to end tenancy for landlord use, nor has he ever made any threats of making noise.
- He has no idea what machine the tenant is referring to as he has put no noisy machines in the rental unit.
- He has not used intimidation tactics against the tenant, and in fact he has been very generous with the tenant and has often loaned him money or allowed him to pay a portion of the rent late.

### Analysis

The burden of proving a claim lies with the applicant and when it is just the applicant's word against that of the respondent that burden of proof is not met.

In this case it is just the tenant's word against that of the landlord, and the landlord denies ever making any threats or causing any noise.

Therefore it is my finding that in the absence of any corroborating evidence to support the applicant's claim; the applicants have not met the burden of proving their claim against the landlord.

As to the applicants request for compensation for having been evicted for landlord use, the applicant admits that they never received a notice to end tenancy for landlord use, and therefore compensation is not required.

### Conclusion

This application is dismissed in full 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: October 24, 2013

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Residential Tenancy Branch

