



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Georgian House
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC

Introduction

The tenant applies to cancel a one month Notice to End Tenancy dated September 18, 2014.

Issue(s) to be Decided

Does the relevant evidence presented at hearing show on a balance of probabilities that there are good grounds for eviction under the terms of the Notice?

Background and Evidence

The rental unit is a bachelor apartment in a seventy-plus apartment block. The tenancy started in July 2000. The rent is currently \$858.00 per month. The landlord holds a \$295.00 security deposit.

The landlord's representative alleges that the tenant, recently retired as a cleaner and assistant to the landlord, changed the deadbolt lock on his door sometime during this lengthy tenancy and now the landlord's master key does not work in it. He says the tenant refuses to change it back. The tenant under oath denied changing the lock.

The landlord claims that after the tenant retired he continued to have access to some of the landlord's confidential information about other tenants and that the tenant has taken and circulated that information to other tenants involved in disputes with the landlord. The tenant denied this also.

Analysis

In the face of the tenant's sworn denials, the testimony of the landlord's agent alone is not sufficient to overcome the burden of proof. The landlord has not proved either

allegation on balance of probabilities and I allow the tenant's application and set the Notice aside.

The landlord is, of course, free to rekey the tenant's deadbolt lock, providing the tenant with a working key.

I would have rejected the allegation of theft in any event as the tenant was not officially notified of it as a ground for the Notice. The allegation was only first presented to the tenant at this hearing, offering him no reasonable opportunity to prepare to address it.

Conclusion

The one month Notice to End Tenancy dated September 18, 2014 is hereby cancelled.

As the tenant has been successful, I authorize him to recover the \$50.00 filing fee by reducing his next rent due by \$50.00 in full satisfaction.

This decision was rendered orally after hearing.

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: November 07, 2014

Residential Tenancy Branch

