



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes          CNC, FF

### Introduction

This is a request to cancel a Notice to End Tenancy that was given for cause, and a request for recovery of the \$50.00 filing fee.

Some documentary evidence and written arguments have been submitted prior to the hearing.

I have given the parties the opportunity to present all relevant evidence, and to give oral testimony, 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 issue is whether or not to cancel or uphold a 1 month Notice to End Tenancy that was given for cause.

### Background and Evidence

On February 24, 2015 the landlord posted a 1 month Notice to End Tenancy on the tenant's door listing the following reasons for ending the tenancy:

- Tenant or a person permitted on the property by the tenant has:
  - significantly interfered with or unreasonably disturb another occupant or the landlord
  - put the landlord's property at significant risk
- Tenant has engaged in illegal activity that has, or is likely to:
  - adversely affect the quiet enjoyment, security, safety or physical well-being of another occupant or the landlord.

First of all, the landlord has stated that he is not alleging that there is any illegal activity, and that that box must have been checked off in error.

The landlord is however alleging that the tenant is abusive and combative and is unreasonably disturbing the other occupants of the property.

Landlord also alleges that the tenant is a hoarder and that the tenant is storing numerous boxes that are taking up far more than her share of the rental property, stopping the other tenants from using their share of the garage, and even blocking the foyer area.

The tenant denies being abusive or combative and in fact states that the other tenants in the rental property are the ones who have been abusive and combative with her.

The tenant also denies that she is a hoarder, and stated that she is using the same storage area that was given to her at the beginning of the tenancy and she feels it is unreasonable for the landlord to be trying to take away her storage area.

### Analysis

The burden of proving the reasons given for ending a tenancy lies with the landlord, and when it is just the landlords word against that of the tenant that burden of proof is not met.

In this case, although the landlord claims that the tenant is abusive and combative and that the tenant is a hoarder, the tenant denies all those claims.

Further since the landlord has provided no evidence or witness testimony to support his claims, it is just the landlord's word against that of the tenant and therefore the landlord has not met the burden of proving his reasons for ending this tenancy.

### Conclusion

The Notice to End Tenancy dated February 24, 2015 is hereby canceled and this tenancy continues.

I further Order that the landlord/respondent bear the cost of the \$50.00 filing fee paid for today's hearing, and I therefore Order that the tenant may make a one-time \$50.00 deduction from future rent payable to the landlord.

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: April 13, 2015

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Residential Tenancy Branch

