



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

matter regarding HIGHLAND MOTEL & TERRY ANDERSON
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MT CNC

Introduction

This matter dealt with an application by the Tenant to cancel a Notice to End Tenancy for Cause and for more time to make the application.

The Tenant said he served the Landlord with the Application and Notice of Hearing (the "hearing package") by personal delivery on December 29, 2015. Based on the evidence of the Tenant, I find that the Landlord was served with the Tenant's hearing package as required by s. 89 of the Act and the hearing proceeded with both parties in attendance.

Issues(s) to be Decided

1. Is the Tenant entitled to an order to cancel the Notice to End Tenancy?

Background and Evidence

This tenancy started on October 3, 2015 as a month to month tenancy. Rent is \$700.00 per month payable in advance of the 1st day of each month. The Tenant paid a security deposit of \$350.00 at the start of the tenancy.

The Landlord said he served the Tenant with a 1 Month Notice to End Tenancy for Cause dated December 15, 2015. He served the Notice on December 15, 2015 by personal delivery to the Tenant's wife who lives in the rental unit as well. The Effective Vacancy date on the Notice was January 15, 2016. The Tenant is living in the unit and the Landlord said they want to end the tenancy.

The Landlord continued to say there have been many complaints about the Tenant's behaviour and some other tenants have moved out of the rental complex because of the Tenant. The Landlord/owner said he wrote the Tenant a note with the Notice to End Tenancy for Cause telling the Tenant that his behaviour caused 3 other tenants to move out of the rental complex. The Landlord said the other tenants moved out because of the Tenant's behaviour but the Landlords did not submit any corroborative evidence supporting these statements. The Landlords they did not know they had to submit any evidence so they did not submit anything to support their Notice to End Tenancy other than what the Tenant had provided.

The Tenant said he has paid his rent on time and he has not caused any problems. The Tenant said there are no police charges against him and he is friendly with all the other tenants in the rental complex. The Tenant said the Landlords are wrong about him and he is requesting the Notice to End Tenancy for cause to be cancelled because it is not true and the Landlord has not supported his claim with evidence.

There was discussion about a number of incidents but neither party had any witnesses nor was there any corroborative evidence submitted by the Landlords or the Tenant to prove or support either side's testimony.

Analysis

It appears from the testimony at the hearing that communications between the Landlords and the Tenant has broken down. There was contradictory testimony provided by both the Tenant and the Landlords regarding the facts of the situation.

It is the responsibility of the Landlord to provide corroborative evidence to support any Notice to End Tenancy if the Landlord is to be successful in ending a tenancy for cause. The Landlord did not submit any corroborative evidence or witness testimony to support the Landlords' testimony; as a result this is a situation of the applicant's word against the respondent's word. The burden of proving the Notice to End Tenancy has just cause lies with the Landlord and when it is just the Landlord's word against that of the Tenant that burden of proof is not met. Consequently I find the Tenant has established grounds to be awarded an Order to cancel the 1 Month Notice to End Tenancy for Cause dated December 15, 2015.

Conclusion

I order the 1 Month Notice to End Tenancy for Cause dated December 15, 2015 is cancelled and the tenancy is ordered to continue as agreed.

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: February 10, 2016

Residential Tenancy Branch

