



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: CNC

Introduction

The Application for Dispute Resolution filed by the Tenant seeks an order to cancel the one month Notice to End Tenancy dated October 11, 2016 and setting the end of tenancy for November 30, 2016.

A hearing was conducted by conference call in the presence of both parties. On the basis of the solemnly affirmed evidence presented at that hearing, a decision has been reached. All of the evidence was carefully considered.

Both parties were given a full opportunity to present evidence and make submissions. Neither party requested an adjournment or a Summons to Testify. Prior to concluding the hearing both parties acknowledged they had presented all of the relevant evidence that they wished to present.

I find that the one month Notice to End Tenancy was personally served on the Tenant on October 11, 2016. Further I find that the Application for Dispute Resolution/Notice of Hearing was personally served on the landlord on October 20, 2016. With respect to each of the applicant's claims I find as follows:

Issue(s) to be Decided

The issue to be decided is whether the tenant is entitled to an order cancelling the one month Notice to End Tenancy dated October 11, 2016?

Background and Evidence

The tenancy began on August 1, 2016. The tenancy agreement provided that the tenant(s) would pay rent of \$900 per month payable in advance on the first day of each month. The tenant(s) paid a security deposit of \$450 prior to the start of the tenancy.

Grounds for Termination:

The Notice to End Tenancy identifies the following grounds:

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

....

- o put the landlord's property at significant risk

The landlord testified the tenant's housekeeping efforts are totally inadequate. The rental unit is filthy and there are food particles throughout. In addition he saw a hypodermic needle on the floor.

The tenant denies he has poor housekeeping. He testified that at one time when the landlord was present he had not removed the garbage. However he testified the rental unit is not filthy as the landlord alleged.

Analysis:

The landlord has the burden of proof to establish sufficient cause to end the tenancy on a balance of probabilities. There is a dispute on the evidence between the landlord and the tenant as to the condition of the rental unit. The landlord testified there is an extreme lack of cleanliness. The tenant denies the rental unit is dirty or that he lacks proper housekeeping.

I determined the landlord failed to present sufficient evidence that the tenant has put the landlord's property at significant risk. The landlord's oral testimony is disputed by the Tenant. I determined the oral testimony of the landlord is not sufficient and that other evidence is necessary to corroborate this testimony. The landlord failed to present photographs or other evidence to corroborate his testimony. Further, he failed to present sufficient evidence from a health and safety specialist that the condition of the rental unit has put the landlord's property is at significant risk.

Determination and Orders:

After carefully considering all of the evidence I determined that the landlord has failed to establish sufficient cause to end the tenancy. As a result I ordered that the one month Notice to End Tenancy be cancelled. The tenancy shall continue with the rights and obligations of the parties remaining unchanged.

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: December 08, 2016

Residential Tenancy Branch