



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC CNL

Introduction

This hearing dealt with an Application for Dispute Resolution (the “Application”) under the *Residential Tenancy Act* (the “Act”) by the tenant to cancel a 1 Month Notice to End Tenancy for Cause dated March 31, 2017 (the “1 Month Notice”) and a 2 Month Notice to End Tenancy for Landlord’s Use of Property (the “2 Month Notice”).

The tenant and the landlord attended the teleconference hearing. The parties gave affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and make submissions to me.

The landlord confirmed that he did not submit any evidence in response to the tenant’s application for dispute resolution. Neither party raised any concerns regarding documentary evidence.

Preliminary and Procedural Matter

At the outset of the hearing, the tenant and landlord confirmed that a 2 Month Notice had not been served and as a result, the tenant requested to withdraw that portion of Application which I have not considered as a result.

Issue to be Decided

- Should the 1 Month Notice cancelled?

Background and Evidence

The parties agreed that fixed term tenancy began October 1, 2016. The parties confirmed that a copy of the written tenancy agreement was not submitted in evidence.

The parties agree that a 1 Month Notice dated March 31, 2017 was served on the tenant. The tenant filed in advance to dispute the 1 Month Notice on March 13, 2017. The parties agreed there were two causes listed on the 1 Month Notice.

The landlord stated that he did not submit any documentary evidence to support the two causes being alleged in the 1 Month Notice. The tenant disputed both causes listed on the 1 Month Notice.

Analysis

Based on the above the testimony of the parties, and on a balance of probabilities, I find as follows.

The tenant disputed the 1 Month Notice within the timeline set out in section 47 of the *Act*. Once a 1 Month Notice is disputed, the onus of proof is on the landlord to prove that the 1 Month Notice is valid. The landlord did not submit any documentary evidence in support of the 1 Month Notice. An allegation without supporting evidence to support that allegation, such as witness testimony or a statement from a witness is not sufficient evidence to prove a 1 Month Notice, especially when a tenant disputes both causes listed on the 1 Month Notice. At the very least, I would have expected the landlord to have submitted documentary evidence that supports the two causes listed in the 1 Month Notice, or have arranged for a witness to provide testimony that would support the allegations made by the landlord during the hearing.

Where one party provides a version of events in one way, and the other party provides an equally probable version of events, without further evidence, the party with the burden of proof has not met the onus to prove their claim and the claim fails. In the matter before me, the landlord has the onus of proof to prove that the 1 Month Notice is valid. Based on the above, **I find** the landlord has provided insufficient evidence to prove that the 1 Month Notice dated March 31, 2017 is valid. Therefore, **I cancel** the 1 Month Notice dated March 31, 2017 as the landlord has not met the burden of proof to prove that the 1 Month Notice is valid.

I order the tenancy to continue until ended in accordance with the *Act*.

Conclusion

The tenant's application is successful.

The 1 Month Notice issued by the landlord dated March 31, 2017 is cancelled.

I order the tenancy to continue until ended in accordance with the *Act*.

This decision is final and binding on the parties, unless otherwise provided under the Act, and 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, 2017

Residential Tenancy Branch