



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Kandola Ventures Inc.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC

Introduction

This is the Tenant's Application for Dispute Resolution made July 7, 2017, seeking to cancel a One Month Notice to End Tenancy for Cause issued June 28, 2017 (the "Notice").

Both parties attended the Hearing and gave affirmed testimony.

The Landlord's agent acknowledged that the Tenant hand delivered the Notice of Hearing documents and copies of his documentary evidence. The Landlord did not provide any documentary evidence.

Issue(s) to be Decided

Should the Notice be cancelled?

Background and Evidence

Neither party provided a copy of the tenancy agreement; however, the parties agreed that this tenancy began on November 3, 2014. Monthly rent is \$771.00, due on the first day of each month. The Tenant's rent is paid directly by the "Ministry".

The Landlord's agent stated that the Tenant was repeatedly late paying rent, but she could not provide details with respect to the dates that rent was late.

The Landlord's agent testified that the Tenant is allowing a person (his ex-roommate) into the rental property and that this person is harassing or disturbing other occupants and the Landlord's agent, and jeopardizing the other occupants' right of quiet enjoyment. She stated that the Tenant let his ex-roommate into the building in May and June, 2017.

The Tenant denied allowing his ex-roommate into the building. He stated that one time, in the winter, he gave his ex-roommate some socks because the Tenant was concerned that his ex-roommate might get frostbite. The Tenant stated that he did not let him into the building; rather,

he met his ex-roommate outside the building. The Tenant stated that if his ex-roommate got into the rental property since that time, the ex-roommate was allowed in by other occupants and not the Tenant.

The Landlord's agent stated that she saw the Tenant with his ex-roommate "beside the building".

Analysis

The onus is on the Landlord to prove that the tenancy should end for the reasons provided on the Notice. In this case, the Notice provides:

- Tenant is repeatedly late paying rent.
- Tenant or person permitted on the property by the Tenant has seriously jeopardized the health or safety or lawful right of another occupant or the Landlord.

The Landlord's agent did not know what dates the Tenant was late paying rent. The Landlord did not provide a copy of the Tenant ledger to support this claim.

The Tenant denied allowing his ex-roommate into the building. The Landlord's agent did not see the Tenant allowing his ex-roommate into the rental property and did not provide any witness testimony or documentary/electronic evidence affirming that this was the case.

Therefore, I find that the Landlord did not provide sufficient evidence to prove either of the reasons to end the tenancy. The Notice is cancelled.

Conclusion

The Notice to End Tenancy for Cause issued June 28, 2017, is cancelled. The tenancy will continue until it is ended in accordance with the provisions of the Act.

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: September 24, 2017

Residential Tenancy Branch