



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding 353806 B.C. LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes

CNC

Introduction

This hearing was convened in response to an application by the tenant to cancel a One Month Notice to End Tenancy For Cause (the Notice or Notice to End), dated December 28, 2018 with an effective date of January 31, 2019.

Both parties attended the hearing. The tenant acknowledged they had solely provided a copy of the Notice to End to the proceeding. The landlord acknowledged they had not provided any evidence to this matter. The parties were given opportunity to mutually resolve or settle their dispute to no avail. Both parties were given opportunity to present *relevant* testimony in respect to the application and to fully participate in the conference call hearing and as well to present witnesses. Prior to concluding the hearing both parties acknowledged they had presented all of the *relevant* evidence that they wished to present.

Issue(s) to be Decided

Is the notice to end tenancy valid?

Is there *sufficient* cause so as to end the tenancy?

Should the Notice to End in this matter be cancelled or upheld?

If upheld is the landlord entitled to an Order of Possession?

In this type of matter the burden of proof rests with the landlord

Background and Evidence

This tenancy started 3 years ago. The rental unit is occupied by the 2 applicant tenants

of this matter. The tenants submitted a copy of the Notice to End. The Notice was issued for the reason pursuant to **Section 47(1)(f)** of the Act; effectively that the,

47(f) Tenant or a person permitted on the residential property by the tenant has caused extraordinary damage to a unit or residential property..

The tenant disputes the allegation and validity of the Notice to End. The relevant disputed evidence is as follows.

The landlord claims they received a letter from another occupant of the residential property stating that they had witnessed the tenant or tenants of this matter cutting or damaging the coin box from the laundry machines of the residential property. The landlord claims the author of the letter was fearful therefore did not attend the hearing to provide testimony. The landlord did not submit the claimed letter to this proceeding; however claim they attempted to provide it to the tenant. The tenant testified they have not received a copy of the letter but know of a letter such as referenced by the landlord. The tenant testified they have not damaged the landlord's property in any way and are not the individual or individuals referenced in the landlord's purported letter.

Analysis

The full text of the Act, and other resources, can be accessed via the Residential Tenancy Branch website: www.gov.bc.ca/landlordtenant.

In this type of application, the burden of proof rests with the landlord to provide evidence that the Notice was validly issued for the stated reason(s) and altogether establishing *sufficient* cause to end the tenancy.

I accept the landlord has confidence in the information upon which they are relying to meet their burden. However, upon review of their testimonial evidence I find it is vague and unsupported. I find that the landlord has not provided proof the tenants caused damage to residential property, even on a balance of probabilities.

As a result, I find the landlord has not provided sufficient cause to uphold their Notice to End Tenancy for Cause dated December 28, 2018. I find that the landlord's assertions fail to establish the landlord's burden of proof so as to end the tenancy. Therefore, I **Order** the Notice to End dated December 28, 2018 is cancelled, or set aside.

It is available to the landlord to serve the tenant with another Notice to End, provided

they have *sufficient* cause to do so.

Conclusion

The tenant's application is granted.

The landlord's Notice to End dated December 28, 2018 is set aside and is of no effect.
The tenancy continues.

This Decision is final and binding.

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 12, 2019

Residential Tenancy Branch