



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding JJ FAMILY FARMS LTD and
[tenant name suppressed to protect privacy]

DECISION

Dispute Codes: *CNR, FF*

Introduction

This hearing dealt with an application by the tenant for an order to set aside a notice to end tenancy for nonpayment of rent. Both parties attended this hearing and were given full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses. The parties represented themselves.

As both parties were in attendance I confirmed service of documents. The landlord stated that she had not filed any evidence of her own. The tenant testified that she had filed evidence but had not provided the landlord with a copy of her evidence. I informed the tenant that her evidence would be used in the making of this decision.

Issue to be Decided

Does the landlord have grounds to end this tenancy?

Background and Evidence

The tenancy began in 2015. The landlord purchased the rental property in September 2017 and the tenancy continued. The current monthly rent is \$1,250.00 due on the first day of each month. Neither party filed a copy of the tenancy agreement.

The tenant stated that on January 02, 2019, she went over to the landlord's residence to pay rent. She stated that her knocks on the door went unanswered. The tenant stated that she looked through the window and could see the family dog jumping up and down and noticed that the Christmas lights were on and heard music being played. The tenant stated that she put her rent money in an envelope and placed it near the side door. The tenant also added that she has always paid rent in cash to either of the landlords or the landlord's mother.

The landlord testified that she was away on vacation with her family, but her mother continued to reside in the rental unit. The tenant could have given the rent to the landlord's mother as she had done so in the past but allegedly chose to leave it by the side door. The landlord stated rent for January was never received by her.

On February 07, 2019, the landlord served the tenant with a notice to end tenancy for nonpayment of rent in the amount of \$1,250.00. The landlord stated that the tenant had paid rent for February and had written on the envelope that she was going to pay outstanding rent within the next five days. The tenant denied having written a message such as this on the envelope containing rent for February. The landlord added that the tenant's daughter may have done so as the initials of both tenants are identical.

Analysis:

Based on the sworn testimony of the both parties, I am unable to determine whether the tenant owed rent or not. Neither party filed any documentary evidence. The oral testimony of both parties was contradictory. This case is replete with contradictory evidence, inconsistent evidence and missing evidence. Virtually everything that one of the parties said was contradicted by the other. In the absence of evidence from the landlord to support the notice to end tenancy, the notice is set aside.

Since the tenant did not serve her evidence on the landlord and was unable to prove her case, she must bear the cost of filing this application.

Conclusion

The notice to end tenancy is set aside and the tenancy will continue.

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: April 11, 2019

Residential Tenancy Branch