



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNR, CNC, LRE, OLC

### Introduction

The tenants applied to the Residential Tenancy Branch [the 'RTB'] for Dispute Resolution. The tenants asked me for the following orders against the landlords.

1. Cancellation of a 10-day Notice to End Tenancy for Unpaid Utilities, issued on or about 11 March 2023 [the '10-day Notice'].
2. Cancellation of a One-month Notice to End Tenancy for Cause, issued on or about 13 March 2023 [the 'One-month Notice'].
3. Imposition of conditions on the landlords' right to enter to the rental unit [the 'Conditions Order'].
4. Compliance with the *Residential Tenancy Act*, its' regulations, or the tenancy agreement [the 'Compliance Order'].

The landlords appeared at the hearings on 18 April and 15 June, along with an interpreter. The tenants also appeared, along with an interpreter of their own.

### Issue to be Decided

After the initial hearing on 18 April, I issued an interim decision, by which I cancelled the 10-day Notice, and dismissed the applications for the Conditions Order and the Compliance Order.

This leaves me with one issue to decide:

Should I cancel the One-month Notice?

### Background and Evidence

The landlords told me that, during this tenancy, the tenants did the following [the 'Allegations']:

- they disturbed the showing of the rental unit to other potential tenants;
- they permitted a friend to live at the rental property, and that friend brought six cats with him;
- they said bad things about the landlords to other prospective tenants;
- they complained to authorities that the rental property didn't comply with certain requirements; and
- they cooked in their room, which was dangerous.

The tenants denied these Allegations, saying none of it ever happened - save for 'cooking' in their unit, which they clarified was boiling water in an electric kettle in order to cook instant noodles.

In any event, landlords drafted the One-month Notice and served it on the tenants. In it, the landlords claimed that the tenants did the following, which were reasons to end the tenancy:

1. they significantly interfered with or unreasonably disturbed another occupant or the landlords;
2. they seriously jeopardized the health or safety or lawful right of another occupant or the landlords;
3. they put the landlords' property at significant risk;
4. they breached a material term of the tenancy agreement; and
5. they knowingly gave false information to prospective tenant of the rental unit.

### Analysis

I have considered all the statements made by the parties and the documents to which they referred me during this hearing. And I have considered all the arguments made by the parties.

The landlords say that the Allegations are true and form the basis of the One-month Notice. But the tenants deny these Allegations, save boiling water in their unit using an electric kettle.

The landlords bear the burden of proving these Allegations. The burden is on a balance of probabilities. So, is it probable that the tenants did all the things that the landlords claim?

Because the tenants have denied these Allegations, the landlords must corroborate their Allegations with further proof, such as records or witnesses, in order to tip the balance in their favour and convince me that the tenants did these things. But the landlords offered no such records or witnesses that were relevant to the Allegations.

And so the landlords have not proved any of these Allegations. While the tenants concede that they boiled water in their unit using an electric kettle, the landlords did not make any argument to me as to how that could satisfy any of the bases to end the tenancy that they cited in their One-month Notice.

Since the landlords failed to prove the factual Allegations against the tenants, I do not need to consider whether the things of which the landlords complain even approach sufficient bases to end a tenancy.

### Conclusion

In light of the above, I grant this application, and cancel the One-month Notice.

I make this decision on authority delegated to me by the Director of the RTB *per* section 9.1(1) of the Act.

Dated: 24 July 2023

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Residential Tenancy Branch