



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards
Ministry of Housing and Social Development

Decision

Dispute Codes: CNC, CNR & FF

Introduction

Documentary evidence and written arguments have been submitted prior to the hearing. I have thoroughly reviewed all submissions.

I also gave the parties the opportunity to give their evidence orally and the parties were given the opportunity to ask questions of the other parties

.

All testimony was taken under affirmation.

Issue(s) to be Decided

This is a request to have 2 Notices to End Tenancy set a side.

Background and Evidence

10 day Notice to End Tenancy:

The landlord's agent testified that it was her understanding that the tenants had agreed to pay \$800.00 starting December 1, 2008 and they only paid \$400.00.

The tenants testified that their written agreement states that they are to pay \$400.00 month and they have paid that full amount.

The tenants further testified that they did agree to take over the full tenancy on January 1, 2009 and have done so, paying the full \$800.00.

The landlord agreed that the written agreement says that the tenants will pay ½ of \$800.00 per month for rent.

1 month Notice to End Tenancy:

The landlord's agent testified that this notice has been given because the tenants were late paying the rent and because she witnessed the tenant enter another suite in the property without permission.

The tenants denied paying the rent repeatedly late, pointing out that at the time the notice was given they had only been in the suite 1 month and could not have been repeatedly late paying the rent..

The tenant also testified that they have never entered the other suite in the rental unit without permission.

Analysis

10 day Notice to End Tenancy:

The tenancy agreement states that the rent is \$400.00 per month and therefore the tenant's rent has been paid in full.

1 month Notice to End Tenancy:

In this case the landlord has not met the burden of proving any of the reasons given for ending the tenancy. It is just the landlord word against that of the tenants.

The burden of proving the reasons for ending a tenancy lies with the landlord and when it is just the landlord's word against that of the tenant's that burden of proof is not met.

Conclusion

Both the 10 day and the 1 month Notices to End Tenancy are set aside and this tenancy continues.

I further Ordered, that the landlord bear the cost of the filing fee paid for this hearing. The tenant may therefore deduct \$50.00 from future rent payable to the landlord.

January 9, 2009

Date of Decision
