



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Ministry of Housing and Social Development

## DECISION

Dispute Codes            CNC & FF

### Introduction

Some documentary evidence and written arguments has been submitted by the parties 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.

### Issues(s) to be Decided

This is an application to have a section 47 Notice to End Tenancy, cancelled.

This application for dispute resolution was originally heard on March 8, 2007, and a subsequent a review decision was issued on April the 30<sup>th</sup> 2007. The applicants then filed for judicial review, the result of which is that the original decisions were quashed and the judge instructed that a new hearing be held.

### Background and Evidence

The landlord's agent testified that:

- The Notice to End Tenancy was given for three reasons:
  1. When at the tenant's door, he smelled a strong order of marijuana coming from the suite.
  2. When speaking with the tenant the tenant used offensive language, ridiculing the car he drove and calling his Vietnamese wife a mail-order bride.
  3. The tenant had a large intimidating dog that the agent feared might attack him.



# Dispute Resolution Services

Page: 2

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The landlord stated that he has no other evidence to corroborate his statements; however that's mainly due to the passage of time.

The tenant testified that:

- She does not smoke marijuana and there was no marijuana being smoked in her rental unit.
- She did not use any kind of offensive language with the landlord, and does not even know the term mail-order bride.
- She had a dog, which is recently deceased, but her dog would never attack anyone.

## Analysis

The burden of proving the reasons for ending a tenancy lies with the landlord, and when it is just the landlords word against that of the tenants that burden of proof has not been met.

I therefore find in favour of the tenant and this tenancy will continue.

## Conclusion

The section 47 Notice to End Tenancy dated February 9, 2007 is hereby cancelled.

I further order that the respondent bear the \$50.00 cost of the filing fee, the tenant may therefore make a onetime \$50.00 deduction from future rent.

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: December 22, 2009.

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Dispute Resolution Officer