



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding FORBES PROPERTIES LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC, FF

Introduction

The tenant applies to cancel a one month Notice to End Tenancy dated November 23, 2014.

It is agreed that the tenant's application, made December 2, 2014, was sent to the landlord by registered mail on December 5 and received by the landlord on December 9.

The Notice claims seven separate grounds for eviction. The landlord has filed no material to provide particulars of any of the grounds, nor has the landlord provided the tenant or his advocate with any indication of the "who, what, where and when" details of any of the grounds checked off on the Notice. I find that the landlord has had ample opportunity to do both.

As the landlord knows from a previous arbitration between the parties, the initial burden is on her to establish that there are good grounds for the eviction Notice. The tenant is entitled to know beforehand the details of those grounds claimed to justify his eviction and a landlord who has failed to provide the tenant with those particulars will not be allowed to surprise the other side with that evidence at hearing.

In the circumstances of this case, I find the landlord, by her failure to provide particulars of the grounds for the Notice in advance of this hearing, has failed to prove the grounds alleged in the Notice and so the Notice must be cancelled.

I allow the tenant's application and hereby cancel the Notice to End Tenancy dated November 23, 2014. I authorize the tenant to recover the \$50.00 filing fee for this application by reducing his next rent due by \$50.00 in full satisfaction of the fee.

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: January 06, 2015

Residential Tenancy Branch

