



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding SHILOH HOUSING SOCIETY

DECISION

Dispute Codes CNC

Introduction

The tenant applies to cancel a one month Notice to End Tenancy for cause dated February 27, 2015.

The tenant's advocate noted that the landlord has not provided particulars of the facts alleged to form the basis for the Notice, nor has the landlord provided any documentary evidence.

The landlord's representative acknowledged that no particulars have been provide. He confirms the landlord has filed no evidentiary material, has no witnesses to call and that he himself has no personal knowledge of any fact in support of the Notice.

When a Notice to End Tenancy is challenged by a tenant's application to cancel it, the burden of establishing valid grounds for the Notice initially falls to the landlord who gave it. A tenant attending the hearing should not be expected to be taken by surprise. It is incumbent on a landlord to provide particulars beforehand of the facts alleged to justify the notice and to adduce cogent evidence at hearing to establish those facts.

In this case, there are no particulars and no evidence. The Notice is cancelled.

This decision rendered orally and 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 10, 2015

Residential Tenancy Branch

