



Dispute Resolution Services

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

Decision

Dispute Codes: CNC

Introduction

This hearing dealt with the tenant's application to cancel a Notice to End Tenancy. The landlord did not appear at the hearing. The tenant provided evidence that the landlord was served with notification of the hearing by registered mail. As the landlord had submitted evidence for the hearing, I accept that the landlord received the notification of the hearing. I was satisfied that the landlord was served with notification of today's hearing in accordance with the Act and proceeded with the hearing without the landlord present.

Issue(s) to be Decided

1. Whether there are grounds to set aside the Notice to End Tenancy.

Background and Evidence

The tenant testified that the landlord left a handwritten note on the rental unit door advising him to vacate the rental unit by March 2, 2009. The tenant provided the note as evidence for the hearing. The note is undated but indicates that the rental unit will change changed ownership as of April 1, 2009.

Prior to the hearing, the landlord submitted a copy of a *2 Month Notice to End Tenancy for Landlord's Use of Property* dated February 13, 2009 with an effective date of April 30, 2009. The tenant acknowledged receiving the 2 Month Notice on the property form

and testified that he did not dispute it as he has found another place to live for April 30, 2009.

Analysis

The issue before me is the validity of the handwritten note given to the tenant to end the tenancy on March 2, 2009. The Act requires that a Notice to End Tenancy from a landlord be on the appropriate approved form. The handwritten note does not meet that requirement and is of no effect on the tenant.

As the tenant acknowledged receiving and accepting the 2 Month Notice, the tenant was informed of his right to remain in the rental unit until April 30, 2009 and his entitlement to receive compensation equivalent to one month's rent.

Every tenant that receives a 2 Month Notice to End Tenancy is entitled to compensation under section 51 of the Act. Section 51 provides that a tenant has the right to withhold rent for the last month of tenancy. In other words, **the tenant does not have to pay rent for April 2009 and the landlord must consider the rent paid in full.** In addition, if the landlord does not fulfill the reason for ending the tenancy as stated on the 2 Month Notice, the tenant may be entitled to additional compensation equal to 2 months rent.

Conclusion

The handwritten note to end tenancy is not valid or of any effect on the tenant.

March 10, 2009

Date of Decision

Dispute Resolution Officer