

## **DECISION**

Dispute Codes      CNL, 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 hearing dealt with two applications brought by the applicant to dispute two separate Notices to End Tenancy both given under section 49. The applicant is also requested that the respondent bear the \$50.00 cost of the filing fees paid for each of the applications.

### First application

### Decision and Reasons

The landlord served the tenant with a two month Notice to End Tenancy however the landlord failed to put the reasons for ending the tenancy on the notice.

Section 52 of the Residential Tenancy Act states:

### **Form and content of notice to end tenancy**

**52** In order to be effective, a notice to end a tenancy must be in writing and must

- (a) be signed and dated by the landlord or tenant giving the notice,
- (b) give the address of the rental unit,
- (c) state the effective date of the notice,
- (d) except for a notice under section 45 (1) or (2) [*tenant's notice*], state the grounds for ending the tenancy, and
- (e) when given by a landlord, be in the approved form.

Therefore since the Notice to End Tenancy did not state the grounds for ending the tenancy it is my decision that it is not a valid notice and I therefore cancel the two month Notice to End Tenancy dated March 31, 2010.

I further order that the respondent landlord bear the \$50.00 cost of the filing fee that the tenant paid for the application for dispute resolution.

### Second application

#### Background and Evidence

The landlord testified that:

- She served the tenants with a two month Notice to End Tenancy because she fully intends to move into the rental unit and use it as her personal residence.
- She may at some point in the distant future look at selling the property, however that is not in her plans at this time and she fully intends to live in the rental unit for at least six months and most likely longer.

The tenant testified that:

- They think it's unreasonable for the landlord to give them a two month Notice to End Tenancy as it will be very difficult for them to find appropriate accommodation in such a short period of time.
- They have a large blended family and are very settled in this neighbourhood as they have been here for seven years.

- He also believes that this notice is not been given in good faith, as the landlord told him on many occasions that she plans to sell the house.
- He believes the only reason the landlord claims that she is moving into the rental unit is because that is a method she was able to get them out of the house using the Residential Tenancy Act.

The applicant is therefore requesting that the Notice to End Tenancy be cancelled or at the very least that they be allowed to stay in the rental unit until August 2010.

### Analysis

It is my decision that the tenant has not met the burden of proving that the Notice to End Tenancy has been given in bad faith. I accept the landlords claim that she fully intends to move into the rental unit and use it as her primary residence.

Section 49 of the Residential Tenancy Act does allow a landlord to end the tenancy with two clear months notice if she fully intends to move into the rental unit and use it as her primary residence, and therefore I will not set this Notice to End Tenancy aside.

The Notice to End Tenancy was served on April 30, 2010, and therefore this tenancy ends on June 30, 2010 and I have no authority to extend the tenancy beyond that date.

### Conclusion

The tenant's application to set aside the section 49, two month Notice to End Tenancy dated April 30, 2010 is dismissed without leave to reapply and have issued an Order of Possession to the landlords for 1 p.m. on June 30, 2010. I also order that the applicant tenants bear the \$50.00 cost of the filing fee that they paid for this second application for dispute resolution.

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: May 21, 2010.

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Dispute Resolution Officer