

DECISION

Dispute Codes

CNC, CNL

Introduction

This hearing was convened in response to an application by the tenant to Cancel a Notice to End for Landlord's Use of Property, and Cancel a Notice to End for Cause. Both parties attended the conference call hearing and participated with their testimony and questions.

Issues(s) to be Decided

Should the landlord's Notice to End for Landlord's Use be cancelled?

Should the landlord's Notice to End for Cause be cancelled?

Background and Evidence

The tenant provided into evidence a typed letter from the landlord dated April 03, 2010 addressed to the tenant, instructing the tenant they were being given notice that they were required to vacate the rental unit by May 31, 2010 – with no reason stipulated.

The landlord testified that whatever Notice was given to the tenant is withdrawn and the tenant is free to remain in the rental unit on a month to month basis.

Analysis

A landlord or tenant is permitted to give the other a Notice to End the tenancy *only* as prescribed in the Residential Tenancy Act (the Act), as follows:

How a tenancy ends

44 (1) A tenancy ends only if one or more of the following applies:

(a) the tenant or landlord gives notice to end the tenancy in accordance with one of the following:

- (i) section 45 [*tenant's notice*];
- (ii) section 46 [*landlord's notice: non-payment of rent*];
- (iii) section 47 [*landlord's notice: cause*];
- (iv) section 48 [*landlord's notice: end of employment*];
- (v) section 49 [*landlord's notice: landlord's use of property*];
- (vi) section 49.1 [*landlord's notice: tenant ceases to qualify*];
- (vii) section 50 [*tenant may end tenancy early*];

(b) the tenancy agreement is a fixed term tenancy agreement that provides that the tenant will vacate the rental unit on the date specified as the end of the tenancy;

(c) the landlord and tenant agree in writing to end the tenancy;

(d) the tenant vacates or abandons the rental unit;

(e) the tenancy agreement is frustrated;

(f) the director orders that the tenancy is ended.

(2) [Repealed 2003-81-37.]

(3) If, on the date specified as the end of a fixed term tenancy agreement that does not require the tenant to vacate the rental unit on that date, the landlord and tenant have not entered into a new tenancy agreement, the landlord and tenant are deemed to have renewed the tenancy agreement as a month to month tenancy on the same terms.

Specific to this matter, if a Notice to End is given by the landlord it must be in / on an approved form. Section 52 of the Act stipulates as follows: **(emphasis for ease)**

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.**

Conclusion

I Order that the letter given by the landlord to the tenant dated April 03, 2010 **is cancelled, null, and is of no effect.** If necessary, the landlord is only at liberty to issue the tenant a valid Notice to End.

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*.