

DECISION

Dispute Codes CNL, OLC, O

Introduction

This hearing dealt with the tenant's application to cancel a Notice to End Tenancy for Landlord's Use of Property, for Orders for the landlord to comply with the Act, regulations or tenancy agreement, and other issues. Both parties appeared at the hearing. The landlord was represented by his wife. Both parties were provided the opportunity to be heard, to respond to the submissions of the other party and to ask questions.

Issues(s) to be Decided

1. Is the Notice to End Tenancy issued to the tenant valid and enforceable?
2. Is it necessary to issue Orders to the landlord to comply with the Act, regulations or tenancy agreement?

Background and Evidence

I heard undisputed evidence that the tenants are required to pay rent on the 1st day of every month. The tenants rent the basement unit and the landlord lives upstairs at the same residential property. On April 1, 2010 the landlord issued a Notice to End Tenancy to the tenants with an effective date of June 1, 2010. The Notice to End Tenancy is on an old form and indicates the reasons for ending the tenancy are that the landlord wishes to use the property to park the landlord's van, built a roof, and install a security station and there will no longer be room for the tenant's wheelchairs.

During the hearing the landlord testified that in issuing the Notice the landlord did not believe this issue would come under dispute. The landlord testified that the landlord intends to use the basement unit to accommodate the landlord's parents and the landlord's expanding family.

The parties were informed that the Act requires a landlord to issue a Notice to End Tenancy that is in the approved form and reasons for ending the tenancy must be reasons permitted under the Act. The Notice issued to the tenants on April 1, 2010 is not in the approved form and the reasons provided on the Notice are not permissible reasons for ending a tenancy under the Act. The landlord was informed and understood that the Notice issued on April 1, 2010 is invalid and unenforceable.

Both parties were informed that the tenancy continues but the landlord is at liberty to issue a Notice to End Tenancy that complies with the requirements of the Act. The tenant was informed that until the tenancy ends the tenants must continue to pay rent unless the tenant has the legal right to withhold rent under the Act. A tenant's entitlement to compensation where a *2 Month Notice to End Tenancy for Landlord's Use of Property* is served was briefly discussed.

The landlord was also informed that approved forms may be obtained from the Residential Tenancy Branch offices and the branch's website. The landlord was also informed that it is not permissible to physically evict the tenant, remove the tenant's possession or change the locks to the rental unit without the legal right to do so and that this may only be accomplished by the bailiff once a Writ of Possession is obtained.

Both parties were encouraged to obtain more information about ending a tenancy or any other rights and obligations under the Act by contacting the branch.

Analysis

Upon review of the Notice to End Tenancy issued by the landlord April 1, 2010 I found it to be invalid and unenforceable as it is not on the approved form and does not provide reasons for ending the tenancy that are permissible under the Act. As a result, the tenancy continues until such time it legally ends.

Upon discussion during the hearing the landlord understood that a Notice to End Tenancy must be in the approved form and must otherwise comply with the Act; therefore, I do not find it necessary to issue a formal ORDER to the landlord.

Upon discussion during the hearing the landlord was also informed and understood that the landlord cannot physically evict the tenant, remove the tenant's possession or change the locks to the rental unit under the law; therefore, I do not find it necessary to issue a formal ORDER to the landlord.

Enclosed for both parties is *A Guide for Landlords and Tenants in British Columbia*. As both parties informed me their preferred language of communication is Vietnamese, I also enclose the pamphlet *What Every Landlord and Tenant Needs to Know* published in the Vietnamese language.

Conclusion

The Notice to End Tenancy issued by the landlord April 1, 2010 is invalid and the tenancy continues.

Information has been provided to both parties with respect to ending a tenancy. Both parties are obligated to comply with the requirements of the Act, regulations and tenancy agreement.

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: July 15, 2010.

Dispute Resolution Officer