



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes CNL

Introduction

This hearing dealt with the tenant's application seeking to have a notice to end tenancy set aside. Both parties appeared, gave affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross examine the other party, and make submissions to me.

Issue(s) to be Decided

Did the landlord serve a valid notice to end tenancy?

Background and Evidence

This tenancy began on May 1, 2010 for the monthly rent of \$1,200.00 and a \$600.00 security deposit paid on April 28, 2010.

On November 5, 2010 the landlord gave the tenant a typed letter which read as follows:

This letter is to notify you that the current household you are taking residence in is needed by the owner, and therefore you are required to move off the premises. We are sincerely sorry for the inconvenience and you are allowed up and until the date of December 1, 2010 (01/12/2010). Thank you for your understanding.

The tenant argued that this notice is not valid and should be set aside.

Analysis

The tenant's application is granted and I find that the tenant has not been served with a notice which complies with the *Act*. As a result, I find that this tenancy will continued with full force and effect.

Section 52 of the *Act* requires that a notice to end tenancy include the following:

- (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.

The landlord's notice dated November 5, 2010 fails to meet these criteria and therefore it is not valid.

Conclusion

The tenant's application is granted and I find that the landlord has not issued a proper notice to end the tenancy under the *Act*. As a result the tenancy shall continue with full force and effect.

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: December 15, 2010.

Dispute Resolution Officer