



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

**Dispute Codes:** MNDC

### **Introduction**

This hearing dealt with an application by the tenant for a monetary order for compensation pursuant to a notice to end tenancy under section 49 (landlord's use of property).

The tenant testified that she had served the landlord with a notice of this hearing by registered mail on November 16, 2011. The tenant provided a tracking number. Despite having been served the notice of hearing, the landlord did not attend the hearing. The tenant attended the hearing and was given full opportunity to present evidence and make submissions.

### **Issue(s) to be Decided**

Did the landlord serve a valid notice to end tenancy? Is the tenant entitled to compensation?

### **Background and Evidence**

The tenancy started on April 29, 2011 for a fixed term of six months. The tenant did not file a tenancy agreement. The monthly rent was \$900.00 payable on the first of each month. The tenant was required to pay an additional \$100.00 for utilities.

The tenant stated that on November 05, she was served with a two month notice to end tenancy for landlord's use of property. The tenant filed a copy of the notice to end tenancy dated November 05, 2011, which stated that the reason for the notice was that the landlord or his family member intended to move into the rental unit.

The notice does not have the last names of the tenants filled in nor is it signed by the landlord. The effective date of the notice is January 15, 2012.

The tenant stated that on November 20, she gave the landlord a ten day notice to end the tenancy and moved out on November 25, 2011. The tenant did not file a copy of this notice. The tenant stated that she paid rent for November and was applying for compensation in the amount of \$1,000.00, pursuant to a section 49 notice to end tenancy. The tenant did not file any evidence of having paid rent for November.

## **Analysis**

Section 52 of the *Residential Tenancy Act* addresses Notices to end tenancy as follows:

### **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.

In this case, the notice to end tenancy does not comply with section 52 as it is not signed by the landlord and does not contain the last names of the tenants. Accordingly, I find that this notice is not valid and therefore the tenant is not entitled to compensation under section 51 of the *Act*.

## **Conclusion**

Based on the notice to end tenancy filed into evidence by the tenant, the tenant's application is dismissed.

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: November 30, 2011.

---

Residential Tenancy Branch