



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNL

Introduction

This hearing dealt with the tenant's Application for Dispute Resolution seeking to cancel a notice to end tenancy.

The hearing was conducted via teleconference and was attended by the tenant only

The tenant testified the landlord was served with the notice of hearing documents and this Application for Dispute Resolution, pursuant to Section 59(3) of the *Residential Tenancy Act (Act)* by placing them in the landlord's mailbox on July 22, 2012 in accordance with Section 89. As per Section 90, the documents are deemed received by the landlord on the 3rd day after it was placed.

Based on the testimony of the tenant, I find that the landlord has been sufficiently served with the documents pursuant to the *Act*.

Issue(s) to be Decided

The issues to be decided are whether the tenant is entitled to cancel a 2 Month Notice to End Tenancy for Landlord's Use of Property, pursuant to Sections 49 of the *Act*.

Background and Evidence

The tenant submitted into evidence the following documents:

- A copy of a tenancy agreement signed by the tenant and the former owner of the residential property on August 19, 2004 for a month to month tenancy beginning on August 19, 2004 for a monthly rent of \$650.00 due on the 1st of each month.
- A copy of a 2 Month Notice to End Tenancy for Landlord's Use of Property naming a different person than the tenant issued by the landlord on July 6, 2012 with an effective date of September 6, 2012. There is no reason for ending the tenancy identified on the second page of the notice.

Analysis

Section 49 of the *Act* allows a landlord to end a tenancy by issuing a notice to end tenancy with an effective date not earlier than 2 months after the date the tenant receives the notice if:

- The rental unit will be occupied by the landlord or the landlord's spouse or a close family member;
- All of the conditions for sale of the rental unit have been satisfied and the purchaser has asked the landlord, in writing, to give the notice because the purchaser or close family member of the purchaser intend to occupy the rental unit;
- The landlord has all the necessary approvals required by law, and intends in good faith, to renovate or repair the rental unit in a manner that requires the rental unit to be vacant;
- The landlord intends to convert the residential property to strata lots or a not-for-profit housing cooperative;
- The landlord intends to convert the rental unit for use by a caretaker, manager or superintendent of the residential property; or
- The landlord has all the necessary permits and approvals required by law to convert the rental to a non-residential use.

As the landlord has named the wrong tenant in the 2 Month Notice and since the landlord has not identified any allowable reason under the *Act* to end the tenancy for landlord's use of the property as outlined in Section 49, I find the 2 Month Notice to End Tenancy for Landlord's Use of Property issued on July 6, 2012 is invalid.

Conclusion

As per the above, I grant the tenant's Application to cancel the 2 Month Notice and I find the tenancy remains in 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: August 16, 2012.

Residential Tenancy Branch