



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 tenants' Application for Dispute Resolution seeking to cancel a notice to end tenancy.

The hearing was conducted via teleconference and was attended by both tenants, the landlord and his legal counsel.

Issue(s) to be Decided

The issues to be decided are whether the tenants are entitled to cancel and disregard a 2 Month Notice to End Tenancy for Landlord's Use of Property pursuant to Section 49 of the *Residential Tenancy Act (Act)*.

Background and Evidence

The parties agree the tenancy began in May 2002 as a tenancy for a current monthly rent of \$600.00 due on the 1st of each month.

The tenants submitted into evidence a 2 Month Notice to End Tenancy for Landlord's Use of Property dated July 24, 2012 with an effective vacancy date of October 1, 2012. The Notice does not indicate the specific use of the property that the landlord intends to use as the reason to end the tenancy.

The landlord's legal counsel submitted the landlord acknowledges that this notice provided to the tenant did not include a reason to end the tenancy and therefore it is rendered invalid.

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 landlord:

- i. Or a close family member intends in good faith to occupy the rental unit;
- ii. Enters into an agreement in good faith to sell the rental unit; all conditions on which the sale depends have been satisfied; and the purchaser asks the landlord

- in writing to give notice to end the tenancy because the purchaser or a close family member of the purchaser intends in good faith to occupy the rental unit;
- iii. Has all the necessary permits and 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; demolish the rental unit; convert the residential property to strata lots; convert the residential property into a not for profit housing cooperative; convert the rental unit for use by a caretaker, manager, or superintendent of the residential property; or convert the rental unit to a non-residential use.

Section 49 goes on to say a notice given under Section 49 must comply with the form and content requirements outlined in Section 52. Section 52 states that in order to be effective a notice to end tenancy must be signed and dated by the landlord; give the address of the rental unit; state the effective date of the notice; when given by the landlord state the grounds for ending the tenancy; and be in the approved form.

Based on the submission from the landlord's legal counsel, I accept the landlord issued a notice to end the tenancy under Section 49 but failed to identify the grounds for ending the tenancy as is required in Section 52. As such, I find the landlord has issued a notice that is not effective.

Conclusion

As I have determined the 2 Month Notice to End Tenancy for Landlord's Use of Property is ineffective, I find the tenancy remains in full force and effect and the tenants may disregard the Notice issued on July 24, 2012.

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: September 05, 2012.

Residential Tenancy Branch