



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

CNL, FF

Introduction

This hearing was convened in response to an Application for Dispute Resolution, in which the Tenant applied to set aside a Two Month Notice to End Tenancy and to recover the fee for filing the Application for Dispute Resolution.

Both parties were represented at the hearing. They were provided with the opportunity to submit documentary evidence prior to this hearing, to present oral evidence, to ask relevant questions, and to make submissions to me.

The Landlord submitted no documents to the Residential Tenancy Branch. The Tenant submitted documents to the Residential Tenancy Branch, copies of which were not served to the Landlord. As the documents were not served to the Landlord, they were not accepted as evidence for these proceedings.

Issue(s) to be Decided

Should the Two Month Notice to End Tenancy be set aside and is the Tenant entitled to recover the fee for filing this Application for Dispute Resolution?

Background and Evidence

The Landlord and the Tenant agree that this tenancy began on September 04, 2009; that the Tenant received a Two Month Notice to End Tenancy for Landlord's Use of Property; that the Notice to End Tenancy declared that the Tenant must vacate the rental unit by January 31, 2013; and that there was no reason cited for ending the tenancy on the Notice to End Tenancy.

Analysis

Section 49 of the *Residential Tenancy Act (Act)* authorizes a landlord to end a tenancy for a variety of reasons. On the basis of the undisputed evidence, I find that the Tenant received a Notice to End Tenancy pursuant to section 49 of the *Act*.

Section 49(7) of the *Act* stipulates that a notice to end tenancy under this section must comply with section 52 of the *Act*. Section 52(d) of the *Act* stipulates that to be effective

a notice to end tenancy must state the grounds for ending the tenancy, unless the notice is served pursuant to section 45(1) or 45(2) of the *Act*. The undisputed evidence is that the Notice to End Tenancy that the Tenant received did not declare a reason for ending the tenancy. I therefore find that the Notice was not effective, as the Notice did not comply with section 52(d) of the *Act*. I therefore grant the application to set aside this Notice.

I find that the Tenant's application has merit and that the Tenant is entitled to recover the fee for filing this Application for Dispute Resolution.

Conclusion

I find that the Tenant has established a monetary claim, in the amount of \$50.00. Pursuant to section 72(2) of the *Act*, I authorize the Tenant to reduce one monthly rent payment by \$50.00, in full satisfaction of this monetary claim.

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: January 22, 2013

Residential Tenancy Branch

