



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Port Coquitlam Senior Citizen's Housing Society
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC, FF

Introduction

This hearing dealt with an Application for Dispute Resolution filed by the Tenant. The Tenant requested additional time to dispute a 2 Month Notice to End Tenancy (the "Notice"), an order to cancel the Notice and to recover the filing fee for the Application.

Both parties attended the hearing and the Tenant was represented by an Advocate.

Preliminary Issue

The Tenant had requested an adjournment in order to find alternate accommodation. Both parties had submitted written evidence indicating they consent to an adjournment in this matter. However, for reasons described below, an adjournment was not necessary.

Issue(s) to be Decided

Is the Notice valid or should it be cancelled?

Background and Evidence

At the outset of the hearing the Agent for the Landlord explained why the Notice had been given, as the Notice itself did not include a reason for ending the tenancy. The Landlord had not checked off any of the boxes on the Notice form to indicate the reason to end the tenancy.

The Agent for the Landlord explained a letter had accompanied the Notice and the letter explained the reason to end the tenancy. The Agent stated that the Tenant was calling an ambulance to come to her rental unit too often and the attendance of the ambulance was disturbing a different Agent for the Landlord and other occupants. The Agent

alleged the Tenant has been calling an ambulance to the rental unit three or four times a week.

The Agent for the Landlord explained the rental unit was housed in a seniors' complex which does not provide assisted living. The Agent explained the Tenant no longer qualifies as she requires assistance.

The Advocate for the Tenant stated the Tenant was looking for a different rental unit where she could get some assistance. The Advocate denied the Tenant was calling an ambulance three or four times a week, and stated that she may have called three or four times this year.

Analysis

Based on the above, the testimony and evidence, and on a balance of probabilities, I find **the Notice is not valid and must be cancelled.**

The Act is the complete law with regard to Residential Tenancies in the Province. Tenancies which are subject to the jurisdiction of the Act may only be ended in accordance with the Act.

In order to be effective, a Notice to End Tenancy must be given under section 52 of the Act, and when the Landlord is giving such a notice it must include: the signature for the Landlord, the date the notice is given, the address of the rental unit, the effective date of the notice (the end of the tenancy), ***the reason or ground to end the tenancy***, and must be in the approved form.

In this instance, the Notice **did not** state the reason or ground to end the tenancy. Furthermore, the Landlord used a 2 Month Notice to End Tenancy which is normally only used when the Landlord is seeking to end the tenancy to use the rental unit for their own purpose. Therefore, I must find that the 2 month Notice to End Tenancy is not valid and I order it cancelled. The tenancy will continue until ended in accordance with the Act.

As explained during the hearing, the Agent for the Landlord may wish to call an Information Officer at the Branch to receive information on ending a tenancy.

The Tenant and her Advocate explained they are looking for more appropriate accommodation for the Tenant.

As the Tenant has been successful in this Application, the filing fee of \$50.00 for the Application may be deducted from one month of rent.

Conclusion

The Notice is cancelled, as it did not indicate any reason to end the tenancy. A 2 month Notice to End Tenancy is usually used only when the Landlord seeks to regain possession of the rental unit for their own use. The tenancy will continue until ended in accordance with the Act.

To recover the filing fee for the Application the Tenant may deduct \$50.00 from one month of rent.

Both parties may call an Information Officer at the branch (toll free 1-800-665-8779) for more information on ending a tenancy in British Columbia.

This decision is final and binding on the parties, unless otherwise provided under the Act, and is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the Act.

Dated: April 04, 2013

Residential Tenancy Branch