



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: CNL

Introduction

A hearing was conducted by conference call in the presence of both parties. On the basis of the solemnly affirmed evidence presented at that hearing, a decision has been reached. All of the evidence was carefully considered.

Both parties were given a full opportunity to present evidence and make submissions. Neither party requested an adjournment or a Summons to Testify. Prior to concluding the hearing both parties acknowledged they had presented all of the relevant evidence that they wished to present.

I find that the Application for Dispute Resolution/Notice of Hearing was sufficiently served on the Landlord. With respect to each of the applicant's claims I find as follows:

Issues to be Decided

The issue to be decided is whether the tenant is entitled to an order cancelling a typewritten Notice to End Tenancy dated April 30, 2013?

Background and Evidence:

The tenancy began approximately 11 years ago. The present rent is \$550 per month payable on the first day of each month.

Grounds for Termination

The landlord served a typewritten Notice on the tenant stating that the building is scheduled for extensive renovations beginning July 2013 and this notice serves as your

notice to vacate the rental unit no later than June 30, 2013. The Notice is not in the form approved by the Director of the Residential Tenancy Branch.

Analysis

The landlord submits that the Notice is valid as it contains all of the information that would be included in the form approved by the Director of the Residential Tenancy Branch. He submits that if all of the required information is present it is “in the approved form.” The Act does not require it to be “on the approved form.”

Section 52 of the Residential Tenancy Act provides 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.

The definition of “approved form” as provided in section 1 of the Act provides as follows:

"approved form" means the form approved by the director under section 10 (1)
[director may approve forms] for the purposes of the section in which it appears;

I do not accept the submission of the landlord that the typewritten form used is sufficient. The definition of “approved form” in section 1 states it means the form approved by the director. The form used by the landlord was not that form. **As a result I ordered that the 2 month Notice to End Tenancy dated April 30, 2013 be**

cancelled. The tenancy shall continue with the rights and obligations of the parties remaining unchanged.

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: May 29, 2013

Residential Tenancy Branch

