



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 scheduled for 3:00 p.m. on this date, via teleconference call, to hear a tenant's application to cancel a *2 Month Notice to End Tenancy for Landlord's Use of Property*. The tenants did not appear at the hearing despite leaving the teleconference call open until 3:13 p.m. As the landlord appeared and was prepared to deal with this dispute, given the tenants' absence at the hearing, I dismissed their application.

I noted that the 2 Month Notice to End Tenancy provided to me by the tenants included both pages of the Notice and that the second page did not indicate the reason for ending the tenancy. The landlord had provided an evidence package prior to the hearing, which she stated was served upon the tenants on December 3, 2013, and I noted the second page of the 2 Month Notice was omitted from the landlord's evidence package.

The landlord submitted that the reason for ending the tenancy is because the landlord wishes to occupy the rental unit herself. Although a Notice to End Tenancy may be amended where it is shown the recipient of the Notice knew, or ought to have known, the omitted information in the circumstances, I declined to amend the Notice as I was not satisfied the tenants knew, or ought to have known, the reason for ending the tenancy considering:

- The tenants were not present at the hearing and did not provide any indication they knew the reason omitted from the 2 Month Notice;
- The tenants submitted in their details of dispute that the 2 Month Notice was issued due to a family dispute involving the landlord's family members; and,
- The tenants submitted in their details of dispute and the landlord acknowledged in her written submissions that the property was shown to a realtor and the tenants were reassured their tenancy would continue shortly before the 2 Month Notice was issued.

Based on the evidence before me, I was not satisfied the landlord has served the tenants with a valid and enforceable Notice to End Tenancy since the reason for ending the tenancy was not indicated on the tenants' copy of the Notice and I declined to amend the Notice for the reasons given above. Therefore, I declined to provide an Order of Possession to the landlord.

It was suggested to the landlord that in order to enforce a Notice to End Tenancy the landlord has to serve the tenants with a valid and enforceable Notice to End Tenancy, in the approved form, and include the reason for ending the tenancy on the Notice. The landlord indicated she would be serving the tenants with another 2 Month Notice immediately. Should the tenants receive another Notice to End Tenancy the tenants remain at liberty to accept the Notice or file to dispute it.

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: December 11, 2013

Residential Tenancy Branch

