



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 an application by the tenant for an order to set aside a notice to end tenancy for landlord's use of property. Both parties attended the hearing and had opportunity to be heard.

The landlord acknowledged receipt of evidence submitted by the tenant. Both parties gave affirmed testimony.

Issue to be Decided

Did the landlord serve the tenant with a valid notice to end tenancy? Does the landlord intend to occupy the rental unit?

Background and Evidence

The tenancy began in August 2007. The monthly rent is \$440.00 payable on the fifteenth of each month.

On September 25, 2014, the landlord served the tenant with a notice to end tenancy for landlord's use of property. The notice consisted of two pages in the approved format. However, the landlord failed to check mark the reason for the notice to end tenancy. The tenant disputed the notice in a timely manner.

The landlord stated that she did provide a reason for the notice to end tenancy by checking off the appropriate box on page two of the notice. However, the landlord did not file any evidence to support her testimony and the notice before me does not provide a reason for the issuance of the notice.

Analysis:

Section 52 of the *Residential Tenancy Act* provides for the form and content of a notice to end tenancy and states 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.

Upon review of the notice to end tenancy I find that the grounds for ending the tenancy are not stated in the notice to end tenancy. Therefore I find that it is not a valid notice and accordingly, I order that the notice be set aside and of no force or effect. As a result, the tenancy will continue.

Conclusion

The notice to end tenancy is set aside and the tenancy will continue.

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: November 18, 2014

Residential Tenancy Branch

