



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding GRANDSUN INVESTMENT LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNL, FF

Introduction

This hearing was scheduled to deal with a landlord's application for an Order of Possession based upon a 2 Month Notice to End Tenancy for Landlord's Use of Property dated May 3, 2014. The tenant appeared at the hearing and the landlord was represented by legal counsel. Both parties were provided the opportunity to make relevant submissions, in writing and orally pursuant to the Rules of Procedure, and to respond to the submissions of the other party.

At the outset of the hearing, the landlord's legal counsel requested an adjournment. The landlord's legal counsel advised that the landlord sought his representation in this matter just yesterday and that he needed time to prepare for this case. The tenant had previously agreed to an adjournment with the landlord's former legal counsel.

As the parties were informed during the hearing, the Rules of Procedure (Rule 6.4) provide criteria that I must apply in considering a request for adjournment. They are:

- a) the oral or written submissions of the parties;
- b) whether the purpose for which the adjournment is sought will contribute to the resolution of the matter in accordance with the objectives set out in Rule 1 [objective];
- c) whether the adjournment is required to provide a fair opportunity for a party to be heard, including whether a party had sufficient notice of the dispute resolution proceeding;
- d) the degree to which the need for the adjournment arises out of the intentional actions or neglect of the party seeking the adjournment; and
- e) the possible prejudice to each party.

Both parties agreed that the 2 Month Notice to End Tenancy for Landlord's Use of Property that is the subject of this dispute does not provide a reason for ending the tenancy. The landlord's legal counsel accepted that this Notice is defective because it

is devoid of a reason. Both parties were in agreement that another 2 Month Notice to End Tenancy for Landlord's Use of Property was issued at the end of November 2014 and that a reason is indicated on the second page of that Notice. The tenant indicated that he has not yet decided whether to dispute the 2 Month Notice he received on November 30, 2014 and wished to consult his legal counsel first.

Given the 2 Month Notice that is dated May 3, 2014 is without a reason and the Act provides that in order for a Notice to End Tenancy to be effective the landlord must provide a reason for ending the tenancy on a Notice to End Tenancy in the approved form, and the defective Notice has been replaced with another 2 Month Notice, I found that adjourning this hearing to deal with the defective Notice at a later date would not contribute to the resolution of the dispute. Further, it would appear that the landlord's delay in seeking legal counsel also contributed to adjournment request. Therefore, I declined to adjourn the hearing based upon part (b) and (d) of Rule 6.4.

The landlord's legal counsel sought clarification as to the effect of this decision upon the enforceability of the subsequent 2 Month Notice. The parties were informed that the tenant remains at liberty to dispute the 2 Month Notice issued at the end of November 2014 by filing an Application for Dispute Resolution within the time limit for doing so and the landlord remains at liberty to pursue enforcement of that Notice as necessary and appropriate by way of another Application for Dispute Resolution.

Issue(s) to be Decided

Is the landlord entitled to an Order of Possession?

Background and Evidence

The landlord served upon the tenant a 2 Month Notice to End Tenancy for Landlord's Use of Property that is dated May 3, 2014 and has an effective date of July 31, 2014 (the Notice). The Notice is devoid of a reason for ending the tenancy.

Aside from the Notice being defective, the tenant attempted to introduce other reasons why the landlord's request for an Order of Possession should be denied; however, I found it unnecessary to hear further for reasons provided in the following section of this decision.

Analysis

Section 52 of the Act provides for the form and content of a notice to end tenancy. It provides that in order for a notice to end tenancy given by a landlord to be effective it must be on the approved form and must state the reason for ending the tenancy, among other things.

Since the Notice served upon the tenant in May 2014 does not state a reason for ending the tenancy, I found it to be ineffective and I do not grant the landlord an Order of Possession based upon that Notice. Therefore, this Application for Dispute Resolution is dismissed.

Conclusion

The landlord's application for an Order of Possession based upon a defective 2 Month Notice to End Tenancy issued on May 3, 2014 is dismissed.

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 03, 2014

Residential Tenancy Branch

