



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNL

### Introduction

This hearing dealt with an application by the tenant seeking to have a Two Month Notice to End Tenancy for Landlords Use of Property set aside. Both parties participated in the teleconference. Both parties confirmed that they exchanged all evidence for this hearing. Both parties gave affirmed evidence.

### Issue(s) to be Decided

Is the tenant entitled to have the notice set aside under the Act, regulation or tenancy agreement?

### Background and Evidence

The tenancy began on or about May 1, 2014. Rent in the amount of \$1400.00 is payable in advance on the first day of each month. At the outset of the tenancy the landlord collected from the tenant a security deposit in the amount of \$700.00

The tenant gave the following testimony:

The tenant stated that the landlord did not indicate a reason on the notice as to why the tenancy was to end and therefore the landlord is acting in bad faith.

The landlord gave the following testimony:

The landlord acknowledged that due to an oversight he did not indicate a reason for issuing the notice.

### Analysis

Section 52 of the Act states:

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.

As the landlord has failed to comply with the above, I hereby set aside the notice. The tenant has been successful in their application.

### Conclusion

The notice dated December 29, 2014 with an effective date of February 28, 2015 is set aside. The notice is of no effect or force. The tenancy continues on the original terms and conditions of the tenancy agreement.

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: January 28, 2015

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Residential Tenancy Branch

