



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNL

Introduction

This hearing was convened in response to an application by the Tenant pursuant to section 49 of the *Residential Tenancy Act* (the “Act”) for an order cancelling a notice to end tenancy.

The Landlord and Tenant were each given full opportunity to be heard, to present evidence and to make submissions under oath.

Issue(s) to be Decided

Is the notice to end tenancy valid?

Is the Tenant entitled to a cancellation of the notice to end tenancy?

Relevant and Undisputed Facts

The tenancy started on August 1, 2014 for a fixed term to July 31, 2015. Rent of \$2,700.00 is payable monthly on the first day of the month. At the outset of the tenancy the Landlord collected \$2,700.00 as a combined security and pet deposit. On January 4, 2015 the Tenant received a two month notice to end tenancy for landlord’s use (the “Notice”) with an effective date of April 13, 2015. Although issued with the reason that the Landlord or a close family wishes to move into the unit the Landlord states that the Notice was served as the unit has been sold.

Analysis

Section 49 of the Act provides that a landlord may end a tenancy for landlord’s use

by giving notice to end the tenancy effective on a date that must be, if the tenancy agreement is a fixed term tenancy agreement, not earlier than the date specified as the end of the tenancy. As the Landlord has issued the Notice with an effective date earlier than the end date of the fixed term agreement I find that the Notice is not valid and that the Tenant is entitled to an order cancelling the Notice.

Conclusion

The Notice is cancelled and of no effect.

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: February 05, 2015

Residential Tenancy Branch

