



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNL, FF

### Introduction

This is an application brought by the Tenant requesting an Order canceling a Notice to End Tenancy that has been given for landlord use of the rental property.

A substantial amount of documentary evidence and written arguments has been submitted by the parties prior to the hearing. I have thoroughly reviewed all relevant submissions.

I also gave the parties the opportunity to give their evidence orally and the parties were given the opportunity to ask questions of the other parties.

All parties were affirmed.

### Issue(s) to be Decided

The issue is whether or not a 2 month Notice to End Tenancy, which has been given to the tenant for landlord use, is a valid notice, and whether or not to set aside or uphold that notice.

### Background and Evidence

On March 31, 2015 the landlord personally served the tenant with a two month Notice to End Tenancy for landlord use; however, the applicant/tenant is arguing that it is an invalid notice as it has not been dated, nor has any reason been given for ending the tenancy.

The landlord stated that he inadvertently neglected to date the Notice to End Tenancy, and the reason he did not check off the box that states the grounds for ending the

tenancy is because he did not think there was a box on the Notice to End Tenancy that suited the reasons he was giving for ending the tenancy.

### Analysis

It is my finding that the 2 month Notice to End Tenancy, which was served on the tenant on March 31, 2015, does not comply with section 52 of the Residential Tenancy Act which states:

**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.

As stated above, the Notice to End Tenancy has not been dated by the landlord, and does not state the grounds for ending the tenancy.

The landlord stated that he did not include the grounds for ending the tenancy because he did not believe that any of the grounds listed on the Notice to End Tenancy suited his purposes for ending the tenancy; however the Residential Tenancy Act only allows the landlord to end the tenancy for landlord use if one or more of the grounds listed on the 2 month notice applies, as these are the grounds allowed under section 49 of the Residential Tenancy Act for ending the tenancy for landlord use of the property.

Therefore, pursuant to section 68(2)(b) of the Residential Tenancy Act, I Order that the two month Notice to End Tenancy that was served on the tenant on March 31, 2015 is set aside.

Also, pursuant to section 72(1) of the Residential Tenancy Act I Order that the respondent/landlord pay the tenant \$50.00 for the filing fee paid.

### Conclusion

I found in favor of the applicant/tenant and the Notice to End Tenancy was set aside.

A Monetary Order as for \$50.00 was issued in favor of the applicant/tenant for recovery of the filing fee.

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: May 27, 2015

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Residential Tenancy Branch

