



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      O

### Introduction

This hearing dealt with the tenants' application pursuant to the *Residential Tenancy Act* (the *Act*) for:

- other remedies, identified as a cancellation of a 48-hour eviction notice issued by the landlords.

The two landlords did not attend this hearing, which lasted 15 minutes. The two tenants, JB and MT, attended the hearing and were each given a full opportunity to be heard, to present sworn testimony, to make submissions and to call witnesses. Tenant MT ("tenants' advocate") confirmed that she is the tenants' advocate, not a tenant in the rental unit, and that she listed herself as a tenant on the tenants' application in order to be permitted to pick up hearing documents on behalf of tenant JB ("tenant"). The tenant confirmed that her advocate had authority to speak on her behalf at this hearing.

The tenants' advocate confirmed that the landlords were served with the tenants' application for dispute resolution hearing package ("Application") on March 31, 2015, by way of registered mail. The tenants' advocate provided a Canada Post tracking number verbally during the hearing, to confirm this service. In accordance with sections 89 and 90 of the Act, I find that both landlords were deemed served with the tenants' Application on April 5, 2015, five days after its registered mailing.

### Issue to be Decided

Is the landlords' 48-hour eviction notice valid under the Act?

### Background and Evidence

The tenants' advocate testified that this month to month tenancy began on March 4, 2014 and continues to present. Monthly rent in the amount of \$1,150.00 is payable on the first day of each month. A security deposit of \$575.00 was paid by the tenant and the landlords continue to retain this deposit. The tenant occupies the main floor of the rental unit, while other tenants occupy the lower level. A copy of the tenancy agreement was provided with the tenants' Application.

The tenants' advocate testified that the tenant was served with a 48-hour eviction notice on March 24, 2015, by the landlords. The notice is typed in a letter format and signed by one of the landlords. The notice states that the tenant must vacate the rental unit because the police attended at the rental unit twice on March 21 and 22, 2015, and the landlords were unsure whether the police attended because of this tenant or the other tenants that reside on the lower level. The tenants' advocate confirmed that the tenant continues to occupy the rental unit and she has not vacated due to the landlords' notice.

The tenants' advocate seeks a determination that the landlords' notice of eviction is illegal as it is not in a proper form or within any required timelines under the *Act*. The tenants' advocate confirmed that the landlord has not pursued any eviction proceedings against the tenant since the tenants' application was served to the landlords.

### Analysis

Section 44 of the *Act* specifies the different ways in which a tenancy may end. Section 52 of the *Act* requires a landlord to provide a tenant with a notice to end tenancy following certain requirements:

- 52     *In order to be effective, a notice to end 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.*

I find that the landlords did not provide a valid notice to the tenant in the approved form, as per section 52(e) of the *Act*. The landlords submitted a typewritten letter rather than using an approved Residential Tenancy Branch form. The landlords did not provide the

proper notice under the timelines set out in sections 46 to 49.1 of the *Act*, if they intended to end this tenancy based on one of those provisions.

The landlords' 48-hour eviction notice is not a legal or valid notice and it is hereby cancelled and of no force or effect. This tenancy continues until it is ended in accordance with the *Act*.

### Conclusion

The landlords' 48-hour eviction notice is cancelled and of no force or effect. This tenancy continues until it is ended in accordance with the *Act*.

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 11, 2015

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Residential Tenancy Branch

