



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding VanBerkel Investments Ltd
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNL, FF

Introduction

This hearing was convened in response to an application by the Tenants pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. An Order cancelling a notice to end tenancy from the landlord – Section 49;
and
2. An Order to recover the filing fee for this application - Section 72.

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

Issue(s) to be Decided

Is the notice to end tenancy effective?

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

Background and Evidence

The Landlord served the Tenant with a two month notice to end tenancy for landlord’s use dated April 27, 2015 (the “Notice”). The Landlord acknowledges that no reasons or grounds for the ending of the tenancy by the Landlord are set out in the Notice and states that this was a mistake. The Tenant states that although they are intending to move out of the unit on July 31, 2015 as the Notice carries an effective date of June 30, 2015 they are requesting that the Notice be cancelled as it contains no reason or grounds.

Analysis

Section 52 of the Act provides that in order to be effective a notice to end tenancy, when given by a landlord, must, inter alia, state the grounds for ending the tenancy. As the Notice does not set out the grounds for ending the tenancy I find that the Notice is not effective to end the tenancy. I find that the Tenant therefore entitled to a cancellation of the Notice. The tenancy continues until otherwise ended between the Parties. The Tenant is entitled to recovery of the \$50.00 filing fee and may reduce future rent payable by **\$50.00** in full satisfaction of the claim.

Conclusion

The Notice is not effective and is cancelled.

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: June 16, 2015

Residential Tenancy Branch

