



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes

CNL

### Introduction

This hearing convened as a result of a Tenant's Application for Dispute Resolution wherein the Tenant sought to cancel a Notice to End Tenancy for Landlord's Use issued July 9, 2015 (the "Notice").

Both parties appeared at the hearing. The hearing process was explained and the participants were asked if they had any questions. Both parties provided affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and make submissions to me.

The parties agreed that all evidence that each party provided had been exchanged. No issues with respect to service or delivery of documents or evidence were raised.

I have reviewed all oral and written evidence before me that met the requirements of the rules of procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

### Issue to be Decided

Should the Notice be cancelled?

### Background and Evidence

Introduced in evidence was a copy of the Notice. The Landlord confirmed he originally issued the Notice on July 1, 2015 with an effective date of September 30, 2015. He stated that he was then informed that as the tenancy was a fixed term tenancy (ending on December 15, 2015) that he was not permitted the end the tenancy before the term with a 2 month notice. He then amended the Notice to provide for December 15, 2015 as the end date.

Neither party submitted the residential tenancy agreement in evidence.

The parties agreed that the Landlord did not complete both pages of the Notice, leaving the second page blank such that the Landlord did not indicate any reason for issuing the Notice.

### Analysis

Section 49(7) provides that a notice issued for a landlord's use must comply with section 52. Section 52 provides that a Landlord must give reasons for ending a tenancy when issuing a 2 Month Notice to End Tenancy; the section reads as follows:

#### **Form and content of notice to end tenancy**

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 the Landlord failed to indicate the grounds for ending the tenancy as required by sections 49(7) and 52(d), the Notice is cancelled. The tenancy will continue until ended in accordance with the Act.

### Conclusion

The Landlord failed to indicate the grounds for ending the tenancy on the Notice. Pursuant to sections 49(7) and 52(d) the Notice is set 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: September 21, 2015

