



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNL OLC FF

This hearing dealt with the tenant's Application for Dispute Resolution (the "Application") under the *Residential Tenancy Act* (the "*Act*"), seeking an order directing the landlord to comply with the *Act*, regulation or tenancy agreement and to recover the cost of the filing fee.

The tenant and the landlord attended the teleconference hearing. The parties provided affirmed testimony, were provided the opportunity to present their evidence orally and in documentary form prior to the hearing, and make submissions to me.

Neither party raised any concerns regarding the service of documentary evidence.

Preliminary and Procedural Matters

The tenant also wrote in the "Details of Dispute" area of the Application that the "Landlord is evicting me so she can sell property as stated in her letter. Landlord cannot close the deal with me living in the unit...". Given the wording provided by the tenant in his Application, I am satisfied that the tenant was also seeking to cancel what the tenant was alleging to be an invalid 2 Month Notice to End Tenancy for Landlord's Use of Property (the "2 Month Notice") having reviewed the letter from the landlord dated May 24, 2016 which was submitted in evidence. Therefore, pursuant to section 64(3) of the *Act* I amend the tenant's Application to also include a request to cancel a 2 Month Notice under the *Act*.

In addition to the above, during the hearing the landlord had to be formally cautioned for her behaviour which included interrupting the undersigned and demanding for her concerns with the tenant to be addressed at this proceeding. The landlord was informed that she did not file an Application for Dispute Resolution in accordance with the Rules of Procedure and as a result, the landlord did not have an Application before me to consider. As a result, the landlord was also reminded that if she was seeking remedy under the *Act*, a formal Application would be required to be filed with the Residential

Tenancy Branch. Shortly after this point at nineteen minutes into the hearing the landlord disconnected from the hearing and did not call back into the hearing before the hearing was concluded one minute later at twenty minutes.

Issues to be Decided

- Should the landlord be ordered to comply with the *Act*, regulation or tenancy agreement?
- Should the 2 Month Notice be cancelled?

Background and Evidence

A copy of the tenancy agreement was submitted in evidence. A month to month tenancy began on May 1, 2008.

On May 24, 2016 the landlord issued the tenant a letter which reads in part:

“...The sale of the building is to close on June 8th, if your tenancy is terminated and Problems addressed. Therefore, I hereby give you official notice of one month to remove yourself from the premises, along with a payment to you of 1 Month rent upon the space becoming permanently vacated. However, if you decide not to move, an Order of Possession will be procured for the monies owing from the previous Dispute Resolution Order, order to pay restitution of damage to the basement, wall and floors, and failure to give me a set of keys that will allow myself and restoration people to have immediate access to your [address of rental unit] rental space...”

[reproduced as written except for anonymizing the rental unit address]

The tenant applied for dispute resolution seeking remedy under the *Act* three days later on May 27, 2016.

Analysis

Based on the documentary evidence and the oral testimony provided during the hearing, and on the balance of probabilities, I find the following.

2 Month Notice – Section 52 of the *Act* requires the following:

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.**

[my emphasis added]

Based on the above, I find the 2 Month Notice issued by the landlord to be an **invalid notice**. The landlord is not authorized to write letters to end a tenancy. The landlord must use the approved forms under the *Act* which also contain the required information for the tenant on how to dispute a Notice to End Tenancy. Therefore, **I cancel** the 2 Month Notice.

I caution the landlord not to serve invalid Notices to End Tenancy in the future and to comply with section 52 of the *Act*. Should the landlord continue to do so in the future, the tenant may apply for monetary compensation under the *Act* if the tenant is put into a position of having to dispute future invalid notices under the *Act*.

As the tenant's application is successful, and pursuant to section 72 of the *Act* I grant the tenant a one-time rent reduction in the amount of **\$100.00** to be deducted from July 2016 rent in full satisfaction of the recovery of the cost of the filing fee under the *Act*. The tenancy continues until ended in accordance with the *Act*.

Conclusion

The tenant's application is successful. The 2 Month Notice dated May 24, 2016 which was a letter from the landlord to the tenant is invalid and is cancelled. The 2 Month Notice has no force or effect. The tenancy continues until ended in accordance with the *Act*.

The landlord has been cautioned not to issue invalid notices under the *Act* in the future and to comply with section 52 of the *Act*.

The tenant is granted a one-time rent reduction of \$100.00 from July 2016 rent in full satisfaction of the recovery of the cost of the filing fee under the *Act*.

This decision is final and binding on the parties, except as otherwise provided under the *Act*, and 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 29, 2016

Residential Tenancy Branch