



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNL, FF

Introduction

This hearing dealt with the tenant's Application for Dispute Resolution seeking to cancel a notice to end tenancy.

The hearing was conducted via teleconference and was attended by the tenant and the landlord. I note that neither party submitted any documentary evidence.

I note that Section 55 of the *Residential Tenancy Act (Act)* requires that when a tenant submits an Application for Dispute Resolution seeking to cancel a notice to end tenancy issued by a landlord I must consider if the landlord is entitled to an order of possession if the Application is dismissed and the landlord has issued a notice to end tenancy that is compliant with the *Act*.

Issue(s) to be Decided

The issues to be decided are whether the tenant is entitled to cancel a 2 Month Notice to End Tenancy for Landlord's Use of Property and to recover the filing fee for this Application from the landlord, pursuant to Section 49, 67, and 72 of the *Act*.

Should the tenant be unsuccessful in seeking to cancel the 2 Month Notice to End Tenancy for Landlord's Use of Property it must also be decided if the landlord is entitled to an order of possession pursuant to Section 55(1) of the *Act*.

Background and Evidence

The parties agreed the tenancy began in July of either 2010 or 2011 on a month to month basis for a current monthly rent of \$350.00 due on the 1st of each month.

The tenant submitted that on June 8, 2016 he received a text message from the landlord stating he had to be out of the rental unit by July 4, 2016.

The landlord testified that he had, on April 8, 2016, issued a 2 Month Notice to End Tenancy for Landlord's Use of Property because he intends to renovate the rental unit and that he sent the notice to the tenant by regular mail. The landlord did not provide a copy of the Notice nor any evidence to confirm the service. The tenant stated he had not received that Notice.

The landlord stated that because the tenant indicated that he had not received the Notice he agreed to not enforce that Notice but then he issued a new notice for the same reason and he couriered it to the tenant on July 4, 2016 but that it was returned by the courier.

Analysis

Section 49 of the *Act* allows a landlord to end a tenancy if the landlord has all the necessary permits and approvals required by law, and intends in good faith, to renovate or repair the rental unit in a manner that requires the rental unit to be vacant.

Section 52 of the *Act* requires that any notice to end tenancy issued by a landlord must be signed and dated by the landlord; give the address of the rental unit; state the effective date of the notice, state the grounds for ending the tenancy; and be in the approved form.

As the landlord has provided no evidence to confirm the service of either a 2 Month Notice to End Tenancy for Landlord's Use of Property dated April 8, 2016 or July 4, 2016 and no evidence of service of either of these Notices, I find the landlord has failed to establish that he issued a notice compliant with Section 52 of the *Act* or that he served such notices to the tenant.

Conclusion

Based on the above, I grant the tenant's Application and cancel both 2 Month Notices issued prior to this hearing.

I find the tenant is entitled to monetary compensation pursuant to Section 67 in the amount of **\$100.00** comprised of the fee paid by the tenant for this application.

I order the tenant may deduct this amount from a future rent payment in satisfaction of this claim, pursuant to Section 72(2)(a).

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: July 19, 2016

Residential Tenancy Branch