



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNL, FF

Introduction

This was a hearing with respect to the tenants' application to cancel a two month Notice to End Tenancy for landlord's use. The hearing was conducted by conference call. The named tenant called in and participated in the hearing. The landlord did not attend the hearing although he was served with the application and Notice of Hearing by registered mail sent on June 15, 2016.

Issue(s) to be Decided

Should the Notice to End Tenancy for landlord's use dated May 30, 2016 be cancelled?

Background and Evidence

The rental unit is the upper portion of a house in Burnaby. The tenancy began in October, 2014. The tenant testified that the landlord served him with the first page of a 2 month Notice to End Tenancy for landlord's use of property. The tenant did not receive a second page containing a statement of the reason for the Notice to End Tenancy. The tenant testified that the landlord told him at the time that he gave the Notice that he was unsure of his plans for the rental property; he was considering whether renovate the property.

The tenant said that the landlord gave a similar Notice to End Tenancy to the downstairs tenant and there was a separate hearing with respect to that Notice.

Analysis

Section 52 of the Act states 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.

I accept the tenant's testimony that he was served with an incomplete form of Notice to End Tenancy. The landlord did not the tenants the approved form of Notice as required by Section 52 of the Act. The incomplete Notice to End Tenancy dated May 30, 2016 is void and of no effect. The tenant's application is allowed and the Notice to End Tenancy is cancelled. The tenancy will continue until ended in accordance with the *Residential Tenancy Act*.

Conclusion

The tenants' application has been granted and the Notice to End Tenancy is cancelled. The tenants are entitled to recover the \$100.00 filing fee for their application. They may satisfy the award by deducting the sum of \$100.00 from a future instalment of rent payable to the landlord.

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

