



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

CNL

Introduction

This hearing dealt with an application by the tenant for an order to set aside a notice to end tenancy for landlord's use of property. Both parties attended the hearing and had opportunity to be heard.

Issue to be Decided

Did the landlord serve the tenant with a valid notice to end tenancy? Does the landlord intend to occupy the rental unit?

Background and Evidence

On October 01, 2016, the landlord served the tenant with a notice to end tenancy for landlord's use of property. The notice consisted of two pages in the approved format. However, the landlord failed to check mark the reason for the notice to end tenancy. The tenant disputed the notice in a timely manner.

The landlord agreed that by not checking off the appropriate box on page two of the notice, she did not provide a reason for the notice to end tenancy. However, the landlord has now served the tenant with a second notice to end tenancy for landlord's use of property, dated November 24, 2016. The tenant is at liberty to dispute this notice and is still within the legislated time frame of 15 days to do so.

The notice to end tenancy was not filed into evidence by either party.

Analysis:

Section 52 of the *Residential Tenancy Act* provides for the form and content of a 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 was unable to review the notice to end tenancy as it was not before me. Both parties agreed that the grounds for ending the tenancy are not stated in the notice to end tenancy. Therefore I find that it is not a valid notice and accordingly, I order that the notice be set aside and of no force or effect. As a result, the tenancy will continue.

Conclusion

The notice to end tenancy is set aside and the tenancy will continue.

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: December 06, 2016

Residential Tenancy Branch