



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNL O OLC

Introduction

This hearing dealt with an Application for Dispute Resolution by the applicant tenant pursuant to the *Residential Tenancy Act* (the Act) to cancel a written notice to end tenancy given by the landlord stating the landlord would like to move into the rental unit.

The tenant as applicant was provided with a copy of the Notice of a Dispute Resolution Hearing after filing their application dated October 13, 2016. The tenant, however, did not attend the hearing set for today at 11:00 a.m. The phone line remained open for more than the required time of 10 minutes and was monitored throughout this time. The only party to call into the hearing was the landlord.

The landlord stated they had received the tenant's application and notice of hearing documents as well as a copy of their original letter to the tenant dated September 27, 2016 stating that they wanted to move into the rental unit and notifying the tenant to vacate the unit. The landlord confirmed that they provided the tenant the written letter to serve as the tenant's notice to end the tenancy for the landlord's own use. The landlord confirmed they did not provide the tenant any additional notification.

Analysis and Conclusion

Following the ten minute waiting period, the application of the tenant was **dismissed**, without leave to reapply.

Section 55(1) of the Act states that if I dismiss the tenant's application I must consider the validity of the landlord's Notice with a view as to whether I must grant the landlord an Order of Possession. Section 55(1) states as follows.

Order of possession for the landlord

55 (1) If a tenant makes an application for dispute resolution to dispute a landlord's

notice to end a tenancy, the director must grant to the landlord an order of possession of the rental unit if

- (a) the landlord's notice to end tenancy complies with section 52 *[form and content of notice to end tenancy]*, and
- (b) the director, during the dispute resolution proceeding, dismisses the tenant's application or upholds the landlord's notice.

In this matter I find the landlord did not provide the tenant with a valid Notice to End pursuant to Sections 49 *[landlord's notice: landlord's use of property]*; or Section 52 *[form and content of notice to end tenancy]* of the Act, of which the latter states **(emphasis mine)**

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 a result, the landlord's letter dated September 27, 2016 is not effective to end this tenancy, and is null and of no effect, and the landlord is not entitled to an Order of Possession. The tenancy continues until it may end in accordance with the Act.

This Decision is final and binding on both parties.

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 07, 2016

Residential Tenancy Branch

