



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNL OLC O

Introduction

This hearing dealt with an Application for Dispute Resolution (the “Application”) under the *Residential Tenancy Act* (the “Act”) by the tenant to cancel a 2 Month Notice to End Tenancy for Landlord’s Use of Property dated 26, 2017 (the “2 Month Notice”). As the landlord issued several 2 Month Notices; however, including two 2 Month Notices on April 25, 2017, I will consider this Application for all 2 Month Notices dated April 25, 2017 and April 26, 2017.

The tenant, landlord N.T. (the “landlord”) and an agent for the landlord (the “agent”) attended the teleconference hearing. The parties gave affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and make submissions to me.

Background and Evidence

The tenant applied on May 8, 2017 to dispute the 2 Month Notice which is within the 15 day timeline under the *Act*. The 2 Month Notice has an effective date of June 30, 2017. When tenants apply to dispute a 2 Month Notice on time, the burden of proof falls to the landlord to prove that the 2 Month Notice has merit and should be upheld.

During the hearing, the parties confirmed that the rental unit address was incorrect.

Analysis

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

As the 2 Month Notice does not contain the rental unit address **I cancel** the 2 Month Notice as I find the 2 Month Notice invalid as it does not comply with section 52 of the *Act*.

I ORDER that the tenancy continues until ended in accordance with the *Act*.

I caution the landlords and their agents from issuing invalid notices to end tenancy in the future.

Conclusion

The tenant's application is successful.

The 2 Month Notices dated April 25 and 26 of 2017 are invalid as they do not contain the rental unit address in the lower portion of the 2 Month Notice.

The tenancy shall continue until ended in accordance with the *Act*.

The landlord is cautioned not to issue invalid notices to end tenancy in the future.

This decision is final and binding on the parties, unless 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 15, 2017

Residential Tenancy Branch