



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes

OPL FF

Introduction

Both parties attended the hearing and gave sworn testimony. The landlord said his agent personally served a Two Month Notice to End Tenancy dated June 7, 2017, to be effective July 1, 2017, for landlord's use of the property. The tenant said he never received the two month Notice.

Evidence and Analysis:

Regarding service, when queried about a letter he submitted disputing the renovation, the tenant said the superintendent had come to get his rent cheque in August and that was how he found out the landlord was going to evict tenants and do renovations. I find his letter does not refer to the Notice to End Tenancy and also cites a second possible reason for eviction, that the landlord might move into the property. This reason is not on the Notice to End Tenancy so I find this somewhat supports his allegation that he did not receive a Notice to End Tenancy. The landlord said he was sure the superintendent served the Notice but he provided no other proof of service and the superintendent did not attend the hearing.

I find insufficient evidence that the Two Notice to End Tenancy for landlord's use of the property was legally served. Sections 88 and 89 of the *Residential Tenancy Act* require legal service of documents.

Conclusion

I HEREBY DISMISS the Landlord's application, without leave to reapply. I find he is not entitled to recover filing fees due to lack of success.

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: September 19, 2017

Residential Tenancy Branch