



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNL, OLC

Introduction

This hearing dealt with the tenants' application pursuant to the *Residential Tenancy Act* ("the *Act*") for:

- cancellation of the Two Month Notice to End Tenancy for Landlord's Use of Property (the Two Month Notice) pursuant to section 49; and
- an order requiring the landlords to comply with the *Act*, regulation or tenancy agreement pursuant to section 62.

The landlords and the tenants attended the hearing and were given a full opportunity to be heard, to present their sworn testimony, to make submissions, to call witnesses and to cross-examine one another. Landlord E.C (the landlord) and Tenant M.M. (the tenant) indicated that they would be the primary speakers during the hearing.

The landlord acknowledged receipt of the Application for Dispute Resolution (the Application) and evidence served personally to them on January 08, 2018. In accordance with sections 88 and 89 of the *Act*, I find the landlords were duly served with the Application and evidence.

The tenant acknowledged receipt of the landlord's evidence, which was personally served to the tenants on January 11, 2018. In accordance with section 88 of the *Act*, I find the tenants were duly served with the landlords' evidence.

The tenant acknowledged receipt of the Two Month Notice on December 27, 2017. In accordance with section 88 of the *Act*, I find the tenants were duly served with the Two Month Notice.

Issue(s) to be Decided

Should the Two Month Notice be cancelled? If not, are the landlords entitled to an Order of Possession?

Are the tenants entitled to an order requiring the landlords to comply with the *Act*, regulation or tenancy agreement?

Background and Evidence

A copy of the signed Two Month Notice dated December 27, 2017, with an effective date of March 31, 2018, was submitted into evidence. No reason for ending the tenancy is indicated on the second page of the Two Month Notice.

Analysis

Section 49 of the *Act* allows a landlord to end a tenancy for their own use. In such a case the landlord must provide the tenant with a notice to end tenancy that complies with Section 52.

Section 52 of the *Act* provides the following requirements regarding the form and content of notices to end tenancy:

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 tenant's notice, state the grounds for ending the tenancy***
- (e) when given by a landlord, be in the approved form...*

I find the Two Month Notice has no grounds for ending the tenancy indicated on the Two Month Notice. For this reason I find the Two Month Notice does not comply with the provisions of section 52(d) of the *Act* and is not a valid notice to end tenancy.

For the above reason the Two Month Notice is set aside and this tenancy will continue until ended in accordance with the *Act*.

Pursuant to section 63 of the *Act*, the Arbitrator may assist the parties to settle their dispute and if the parties settle their dispute during the dispute resolution proceedings, the settlement may be recorded in the form of a decision or an order. During this hearing, the parties reached an agreement to settle their dispute regarding the tenants' Application to have the landlords comply with the *Act*.

Both parties agreed to the following terms of a final and binding resolution of this portion of the tenants' application and the issues in dispute arising out of this tenancy at this time and that they did so of their own free volition and without any element of coercion:

1. The landlords and the tenants agreed that the landlords will obtain a registration form from the manager of the manufactured home park in order to register Tenant D.B. as a resident in the park.
2. The landlords and the tenants agreed that the tenants may park their cargo trailer in the carport if it fits reasonably into that space.
3. The landlords and the tenants agreed that the landlords will inquire with the manager of the manufactured home park regarding an additional parking space for either the cargo trailer, if it does not fit in the carport, or the tenants' truck.
4. Both parties agreed that these particulars comprise the full settlement of all aspects of the tenant's current application for the landlords to comply with the *Act*.

Conclusion

The Two Month Notice is cancelled and of no force or effect.

This tenancy will continue until it is ended in accordance with the *Act*.

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: February 21, 2018

Residential Tenancy Branch