



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 under the *Residential Tenancy Act* (the Act). The tenant applied for:

- cancellation of the landlord's 2 Month Notice to End Tenancy for Landlord's Use of Property (the 2 Month Notice) pursuant to section 49.

Both parties 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. The landlord acknowledged receipt of evidence submitted by the tenant. The landlord did not submit any documentation for this hearing.

Issue(s) to be Decided

Is the tenant entitled to have the notice to end tenancy set aside? If not, is the landlord entitled to an order of possession?

Background and Evidence

The tenant gave the following testimony. The tenant testified that his tenancy began on June 1, 2012 and is for a fixed term that expires on May 31, 2019. The tenant testified that he received a 2 Month Notice to End Tenancy for Landlord's Use of Property dated January 16, 2018 with an effective date of April 1, 2018 sometime around January 20, 2018 by registered mail. The tenant testified that the notice does not have a box "checked off" as to the reason for the notice. The tenant testified that he has received several notices such as this one from the landlord. The tenant testified that the notice should be cancelled for the following reasons; he has a fixed term agreement that runs

until May 31, 2019, the notice itself does not have a reason checked off and that the landlord has no intention of moving in.

The landlord gave the following testimony. The landlord testified that he checked off the box that indicates that he will be moving into the home. The landlord testified that the notice was issued in good faith. The landlord testified that he's not aware of any fixed term tenancy and that he is of the impression the tenancy is month to month.

Analysis

Section 52 of the Act addresses the issue before me as follows:

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**,
 - (d.1) for a notice under section 45.1 *[tenant's notice: family violence or long-term care]*, be accompanied by a statement made in accordance with section 45.2 *[confirmation of eligibility]*, and
- (e) when given by a landlord, be in the approved form.

The landlord testified that he did in fact check off the box that states the ground for the end of the tenancy and that he has the document in his possession; however, the landlord did not submit any documentation for this hearing. The copy of the notice provided by the tenant does not have any box checked off. As the notice before me does not meet the form and content as outlined above, I hereby cancel the notice.

Conclusion

The 2 Month Notice to End Tenancy for Landlords' Use of Property dated January 16, 2018 with an effective date of April 1, 2018 is hereby set aside. The notice is of no effect or force. The tenancy continues.

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: April 05, 2018

Residential Tenancy Branch