



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

**Dispute Codes:** *CNL*

### **Introduction**

This hearing dealt with an application by the tenant for an order to set aside a notice to end tenancy for landlord's use of property. Both parties attended the hearing and had opportunity to be heard. The parties acknowledged receipt of evidence submitted by the other and gave affirmed testimony.

### **Issue to be Decided**

Did the landlord serve the tenant with a valid notice to end tenancy? Does the landlord have the necessary permits and approvals in hand to demolish the rental unit?

### **Background and Evidence**

The rental unit is a mobile home owned by the landlord who is the grandmother of the tenant. The landlord rents the pad, on which the trailer sits, from the owner of the mobile home park. The tenant moved into the trailer in 2004 and has been paying rent to cover the mortgage and other expenses on the trailer. The tenant currently pays \$1,100.00 which is due on the first of each month.

On February 04, 2018, the landlord served the tenant with a two month notice to end tenancy for landlord's use of property. The notice consisted of two pages in the approved format. The reason the landlord gave the notice to the tenant is described as, the landlord has all necessary permits and approvals required by law to demolish or repair the rental unit in a manner that requires the unit to be vacant. The tenant disputed the notice in a timely manner.

During the hearing, the landlord's agent testified that the landlord intended to sell the unit and had no intentions to demolish it. In addition the notice was not signed by the landlord.

The landlord's agent testified that the tenant will not allow him access despite providing the tenant with proper notice. I informed the tenant that he was required to allow access to the landlord when he receives proper notice.

**Analysis:**

Section 52 of the *Residential Tenancy Act* provides for the form and content of a 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.

Since the landlord did not have the necessary permits in hand at the time he served the notice to end tenancy and the notice is not signed by the landlord, I find that the notice does not comply with section 52 (*form and content of notice to end tenancy*). Therefore I find that it is not a valid notice and accordingly, I order that the notice be set aside and is of no force or effect. As a result, the tenancy will continue.

**Conclusion**

The notice to end tenancy is set aside and the tenancy will continue.

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: May 02, 2018

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Residential Tenancy Branch