



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: CNL FF

Introduction:

The landlord did not attend this hearing, although I left the teleconference hearing connection open until 9:15 a.m. in order to enable the tenant to call into this teleconference hearing scheduled for 9:00 a.m. on June 20, 2018. The tenant attended the hearing and gave sworn testimony. She was given a full opportunity to be heard, to present sworn testimony, to make submissions and to call witnesses. I confirmed that the correct call-in numbers and participant codes had been provided in the Notice of Hearing. I also confirmed from the teleconference system that the tenant and I were the only ones who had called into this teleconference.

The tenant said her adult son was served personally with a Two Month Notice to End Tenancy dated April 1, 2018 to be effective May 31, 2018 and she served the landlord personally with the Application for Dispute Resolution. She said she had to explain it to him as English is not his first language. I find the documents were legally served pursuant to sections 88 and 89 of the *Residential Tenancy Act* (the Act). The tenant applies to cancel the Notice to End Tenancy and to recover her filing fee.

Issues:

Is the tenant entitled to any relief?

Background and Evidence:

The tenant provided evidence that they have a fixed term lease which they renew yearly but she cannot remember the date of the end of the fixed term. She requests that the Notice to End Tenancy be set aside and cancelled because the Notice given to her under section 49 of the Act was incomplete. There was no second page setting out the reason for ending the tenancy. The landlord told her that he wanted to renovate to deal with a mouse infestation. He also served the Notice to her adult son, not to her.

Analysis:

A Notice to End Tenancy issued under section 49 of the Act is not effective until the end of a fixed term lease according to section 49(2). The landlord may not make it effective until the last day of a fixed term lease.

Furthermore, any Notice issued by a landlord to a tenant must be complete according to section 52 of the Act. I find the Notice to End Tenancy dated April 1, 2018 was incomplete as it was missing the second page. I set aside and cancel this Notice.

The landlord is advised to consult the amendments to the Act which came into effect in May 2018. Any Notice issued for renovation under section 49 of the Act must now give a tenant four months Notice pursuant to section 49.3 of the Act.

Conclusion:

I set aside and cancel the Two Notice to End Tenancy dated April 1, 2018 as it was incomplete. The tenancy is continued. I find the tenant entitled to recover her filing fee for this application.

I HEREBY ORDER that the tenant may deduct \$100 from her rent to recover the filing fee.

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: June 20, 2018

Residential Tenancy Branch