



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNQ, OLC

Introduction

This hearing was convened by way of conference call in response to an Application for Dispute Resolution filed by the Tenant on May 18, 2018 (the “Application”). The Tenant applied to dispute a Two Month Notice to End Tenancy for Landlord’s Use of Property dated May 8, 2018 (the “Notice”). The Tenant also sought an order that the Landlord comply with the *Residential Tenancy Act* (the “Act”), the *Residential Tenancy Regulation* (the “Regulations”), or the tenancy agreement.

The Tenant appeared at the hearing. L.M. appeared as agent for the Landlord. S.F. appeared to assist L.M. given a language barrier.

The Tenant confirmed at the outset that the Application only relates to disputing the Notice and nothing further.

I explained the hearing process to the parties and neither had questions when asked. Both parties provided affirmed testimony.

The Tenant had submitted evidence prior to the hearing. The Landlord had not submitted evidence. I addressed service of the hearing package and Tenant’s evidence and no issues arose in this regard.

The parties were given an opportunity to present relevant oral evidence, make relevant submissions and ask relevant questions. I have considered all documentary evidence and oral testimony of the parties. I will only refer to the evidence I find relevant in this decision.

Issue to be Decided

1. Should the Notice be cancelled?

Background and Evidence

The parties testified about the tenancy agreement between the Landlord and Tenant regarding the rental unit which I will not detail here given my decision below.

Both parties agreed L.M. served the Notice on the Tenant personally May 8, 2018. The Tenant confirmed she filed the Application May 18, 2018.

The Notice was submitted as evidence. It does not state the grounds for the Notice. L.M. confirmed the Notice submitted is accurate and that it does not state the grounds. L.M. said she could not find any grounds on the Notice that applied in the circumstances. I understood the reason for the Notice to be that the District of Saanich issued a notice to the Landlord that the rental unit is an illegal suite in violation of the bylaws. I understood L.M. to say she provided a copy of the bylaw letter to the Tenant and so thought the reason for the Notice was clear.

Analysis

There is no issue that the Tenant received the Notice May 8, 2018 and disputed it May 18, 2018, within the 15-day time limit set out in section 49(8) of the *Act*.

A Two Month Notice to End Tenancy for Landlord's Use of Property must be issued for one of the reasons set out in section 49 of the *Act*. Further, a notice under section 49 of the *Act* must comply with section 52 of the *Act* and must state the grounds for ending the tenancy.

Here, L.M. said the grounds for the Notice relate to a bylaw infraction notice from the District of Saanich. This is not a ground for ending a tenancy under section 49 of the *Act*. Ending a tenancy in these circumstances is addressed in section 47 of the *Act*.

Further, the Notice does not state the grounds for ending the tenancy and therefore does not comply with section 52 of the *Act*.

Given the above, the Notice is not valid and cannot be upheld. The Notice is cancelled. The tenancy will continue until ended in accordance with the *Act*.

Conclusion

The Application is granted. The Notice is cancelled. The tenancy will continue until 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 *Act*.

Dated: July 16, 2018

Residential Tenancy Branch