



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      OPL

### Introduction

This hearing dealt with the landlord's application pursuant to to the *Residential Tenancy Act* (the "Act") for an Order of Possession for Landlord's use, pursuant to section 49.

Only one of the landlords GP appeared at the hearing (the "landlord"). He gave affirmed testimony and was provided the opportunity to present his evidence orally and in written and documentary form, and to make submissions to me. The tenants did not attend this hearing, although I left the teleconference connection open until 11:12 am to enable the tenants to call into this teleconference hearing scheduled for 11:00 am.

The landlord testified that he personally served the Notice of Dispute Resolution Proceedings packages upon each of his tenants on November 16, 2018. I am satisfied that the landlord's dispute resolution hearing packages have been served to the tenants in accordance with sections 88 and 89 of the *Act*.

The landlord testified that he personally served the 2 Month Notice to End Tenancy for Landlord's Use ("**2 Month Notice**"), dated September 1, 2018 to each of his tenants on August 31, 2018. I am satisfied that the tenants were duly served with the 2 Month Notice, pursuant to section 88 of the *Act*.

### Issue(s) to be Decided

Is the landlord entitled to an Order for Possession?

### Background and Evidence

The landlord did not submit a copy of the tenancy agreement in his evidence, but confirmed in the hearing that the tenants still reside there, and he is still seeking an Order of Possession for Landlord's Use of Property.

The landlords issued the 2 Month Notice stating that he wished to utilize the rental unit for his business.

The landlords provided the following background for why they had decided to issue the 2 Month Notice. The landlord testified in the hearing that he wished to move his office closer to Vancouver in order to meet with his Vancouver clients. It would be more convenient to have the construction business office in Vancouver as the majority of his work is in Vancouver and he lives in Delta. The landlord could not confirm the specific grounds indicated on the 2 Month Notice that was served to the tenants, and a copy of the second page of the 2 Month Notice was not submitted as part of the landlord's evidence.

### Analysis

Section 49 of the *Act* allows a landlord to end a tenancy for landlord's use. Section 49(7) of the *Act* states that a notice under this section must comply with section 52.

Section 52 of the *Act* provides the following requirements requiring the form and content of notices 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...*

The landlord has submitted into evidence the first page of the 2 Month Notice given to the tenants. Page two of the 2 Month Notice describes the grounds for ending the tenancy. During the dispute resolution proceeding, the landlord was given the

opportunity to describe which of the four reasons he selected as the reason to end the tenancy. After having each of the four reasons recited to him, the landlord was unable to verify which of the four reasons he chose. Based on the landlord's failure to submit full copies of the 2 Month Notices as evidence, and the failure to describe the reasons that were given to the tenants, I was unable to verify that the Notice complies with the requirements of section 52 of the *Act*. The 2 Month Notice dated September 1, 2018 is cancelled and of no force or effect. The tenancy will continue until ended in accordance with the *Act*.

### Conclusion

The landlord's 2 Month Notice to End Tenancy for Landlord's Use of Property dated September 1, 2018 is cancelled and of no continuing force and effect. The tenancy is to 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 *Residential Tenancy Act*.

Dated: December 21, 2018

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Residential Tenancy Branch