



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNL, OLC

Introduction

On March 14, 2019, the Tenant submitted an Application for Dispute Resolution under the Residential Tenancy Act (“the Act”) to cancel a Two Month Notice To End Tenancy For Landlord’s Use Of Property and for the Landlord to comply with the Act, Regulation or tenancy agreement.

The matter was scheduled as a teleconference hearing. The Landlord and Tenant attended the hearing. The hearing process was explained and the participants were asked if they had any questions. Both parties provided affirmed testimony and were provided the opportunity to present their evidence, orally and in written and documentary form, and make submissions to me.

I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issues to be Decided

- Does the Landlord have sufficient reason to end the tenancy?

Background

The Landlord and Tenant both testified that the tenancy began on July 1, 2018, as a six month fixed term tenancy that continued thereafter on a month to month basis. Rent in the amount of \$1,500.00 is to be paid by the first day of each month. The Tenant paid the Landlord a security deposit in the amount of \$750.00.

The Tenant is disputing a notice to end tenancy. The Tenant submitted that the Landlord failed to provide her with a proper Two Month Notice to End Tenancy form. The Tenant provided a copy of the letter dated January 17, 2019 she received from the Landlord.

The letter dated January 17, 2019, is titled as Notice to End Month to Month Tenancy Agreement. The letter indicates that it serves as written notice to end the month to month tenancy at the dispute address due to family need. The letter indicates the last day of the tenancy will be March 31, 2019.

The Tenant is seeking to cancel the Notice and wants the Landlord to comply with the Act by providing her with a proper Notice to End Tenancy form.

In reply, the Landlord testified that he issued the letter because he believed it would be sufficient it in order to end the tenancy. He testified that he has no experience in these matters.

Analysis

Section 47 of the *Act* states that a notice to end tenancy must comply with section 52 of the *Act* [*form and content of notice to end tenancy*].

Section 52 of the *Act* states that 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.*

Based on the above, the testimony and evidence of the parties, and on a balance of probabilities, I find as follows:

The Landlord did not issue the Tenant with a notice to end tenancy in the proper form as required under section 52 of the *Act*. The letter issued by the Landlord is of no force or effect.

If the Landlord wishes to pursue ending the tenancy the Landlord must use the approved form.

The Tenant's application to cancel the Landlords letter to end the tenancy is successful.

The tenancy will continue until ended in accordance with the Act.

Conclusion

The Landlord did not issue a notice to end tenancy in the proper form as required under section 52. The letter dated January 17, 2019, issued by the Landlord is of no force or effect.

The tenancy continues 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: May 07, 2019

Residential Tenancy Branch