



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNL, FFT

Introduction

This hearing dealt with an application by the tenants under the *Residential Tenancy Act* (the *Act*).

The tenant applied for:

- cancellation of the landlord's 2 Month Notice to End Tenancy for Landlord's Use of Property (the 2 Month Notice) pursuant to section 49; and
- authorization to recover his filing fee for this application from the landlord pursuant to section 72.

This hearing dealt with an application by the tenant seeking to have a Notice to End Tenancy set aside. Both parties participated in the conference call hearing. Both parties gave affirmed evidence.

Issue(s) to be Decided

Should the 2 Month Notice to End Tenancy be cancelled? If not, should the landlord be entitled to an order of possession?

Is the tenant entitled to the recovery of the filing fee for this application from the landlord?

Background and Evidence

The tenant gave the following testimony. The tenant testified that he has lived in the home for several years and pays \$1400.00 per month for rent. The tenant testified that on May 2, 2019 he received a computer generated note from the landlord advising that the tenant had two months to vacate the property to allow the landlord to use the premises for his field hands.

The landlord gave the following testimony. The landlord testified that the home is on a farm. The landlord testified that he sent the note to the tenant for him to vacate so that he could use the unit for field hands on his farm.

Analysis

Section 52 addresses the requirements for a landlord when they wish to end a tenancy as follows:

Form and content of 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,
- (d.1) for a notice under section 45.1 *[tenant's notice: family violence or long-term care]*, be accompanied by a statement made in accordance with section 45.2 *[confirmation of eligibility]*, and

(e) when given by a landlord, be in the approved form.

The landlord has not issued a notice in an approved form recognized under the Act and therefore, the computer generated notice he gave the tenant dated May 2, 2019 is of no effect and force. The tenancy continues.

As the tenant has been successful in this application they are entitled to the recovery of the filing fee. I order that the tenant make a onetime rent reduction of \$100.00 from the rent due for August 2019 in full satisfaction of this claim.

Conclusion

The notice to end tenancy is set aside; it is of no force or effect. The tenancy continues.

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 25, 2019

Residential Tenancy Branch