



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes: CNL, FF

### **Introduction:**

The Application for Dispute Resolution filed by the Tenant seeks the following:

- a. An order to cancel the two month Notice to End Tenancy dated July 24, 2019.
- b. An order that the landlord comply with the Residential Tenancy Act, Regulations and/or tenancy agreement.
- c. An order to recover the cost of the filing fee.

A hearing was conducted by conference call in the presence of both parties. On the basis of the solemnly affirmed evidence presented at that hearing, a decision has been reached. All of the evidence was carefully considered.

Both parties were given a full opportunity to present evidence and make submissions. Neither party requested an adjournment or a Summons to Testify. Prior to concluding the hearing both parties acknowledged they had presented all of the relevant evidence that they wished to present.

I find that the 2 month Notice to End Tenancy was personally served on the Tenant on July 24, 2019. Further I find that the Application for Dispute Resolution/Notice of Hearing was sufficiently served on landlord on August 6, 2019. With respect to each of the applicant's claims I find as follows:

### **Issues to be Decided:**

The issues to be decided are as follows:

- a. Whether the tenant is entitled to an order cancelling the two month Notice to End Tenancy dated July 24, 2019?
- b. Whether the tenant is entitled to an order that the landlord comply with the Act, Regulations and/or tenancy agreement?
- c. Whether the tenant is entitled to recover the cost of the filing fee?

### **Background and Evidence:**

The tenancy began approximately one year ago. The tenancy agreement provided that the tenant(s) would pay rent of \$900 per month payable in advance on the first day of each month.

The Notice to End Tenancy form used by the landlord was on the Two month template but scratched out 2 months and inserted one month. The landlord failed to provide the second and third pages to this form.

The Agent for the landlord acknowledged there were problems with the Notice to End Tenancy used by the landlord. He further stated that the landlord has served a second 2 month Notice to End Tenancy on the Tenant setting the end of tenancy for December 1, 2019 along with an explanation of who is going to move in and why.

Analysis:

After carefully considering all of the evidence I determined that the landlord has failed to establish sufficient cause to end the tenancy based on the Notice To End Tenancy dated July 24, 2019 for the following reasons:

- The Notice to End Tenancy used by the landlord is incomplete. The landlord failed to include the second and third pages.
- The form used by the landlord purported to be a one month notice when a 2 month notice to end tenancy is required.
- The Notice to End Tenancy form used by the landlord did not set out grounds to end the tenancy as the second page (which includes the grounds) was not included.

As a result I ordered that the Notice to End Tenancy dated July 24, 2019 be cancelled because it is incomplete. The tenancy shall continue with the rights and obligations of the parties remaining unchanged. As the tenant has been successful with this application I ordered that the landlord pay to the tenant the cost of the filing fee in the sum of \$100 such sum may be deducted from future rent.

I have not considered the second Notice to End Tenancy referred to by the agent of the landlord. The parties are referred to section 49 to 51 of the Residential Tenancy Act and Policy Guideline #2 which deals with the rights and obligations of the parties when serving a 2 month Notice to End Tenancy for landlord use.

**This decision is final and binding on the parties.**

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: September 30, 2019

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Residential Tenancy Branch