



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNL-4M

### Introduction and Conclusion

This hearing convened as a result of a Tenant's Application for Dispute Resolution filed on August 14, 2019 in which the Tenant sought to cancel a 4 Month Notice to End Tenancy for Landlord's Use issued under section 49(6) of the *Residential Tenancy Act*.

The hearing was scheduled for 11:00 a.m. on October 7, 2019. Both parties called into the hearing. The Landlord was represented by his brother in law, T.K. The parties were provided the opportunity to present their evidence orally and in written and documentary form and to make submissions to me.

The parties agreed that all evidence that each party provided had been exchanged. No issues with respect to service or delivery of documents or evidence were raised. I have reviewed all oral and written evidence before me that met the requirements of the *Residential Tenancy Branch Rules of Procedure*. However, not all details of the respective submissions and or arguments are reproduced here; further, only the evidence relevant to the issues and findings in this matter are described in this Decision.

### Issues to be Decided

1. Should the Notice be cancelled?

### Background evidence

Introduced in evidence was a copy of the residential tenancy agreement confirming that this 1 year fixed term tenancy began August 1, 2018. Monthly rent was \$1,250.00.

Also introduced in evidence was a copy of the Notice; the Notice did not indicate the Tenant's name, was not dated and did not indicate an effective date.

The Tenant advised that the property had sold to A.S. She confirmed that she continues to reside in the rental unit following the sale of the property. The Tenant stated that she had received another Notice to End Tenancy from the new owner. She confirmed her understanding that she must apply to dispute that Notice was well.

The Landlord's representative stated that the Landlord had sold the property and did not intend to proceed with the eviction; despite this he did not formally withdraw the Notice prior to the hearing.

### Analysis

The Landlord issued the Notice pursuant to section 49 of the *Act*. Pursuant to section 49(7) a notice issued under section 49 must comply with section 52 which reads 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, and
- (e) when given by a landlord, be in the approved form.

The Notice failed to indicate the Tenant's name, the date it was issued and the effective date. As such, and pursuant to sections 52 and 49(7) I find the Notice to be ineffective. The Tenant's request for an Order canceling the Notice is granted.

### Conclusion

The Notice is cancelled. The tenancy shall 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: October 07, 2019

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Residential Tenancy Branch