



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNL, OLC, DRI

Introduction

On January 8, 2020, the Tenant applied for a Dispute Resolution proceeding seeking to cancel the Landlord's Two Month Notice to End Tenancy for Landlord's Use of Property (the "Notice") pursuant to Section 49 of the *Residential Tenancy Act* (the "Act"), seeking an Order for the Landlord to comply pursuant to Section 62 of the *Act*, and seeking to dispute a rent increase pursuant to Section 41 of the *Act*.

The Tenant attended the hearing with S.J. attending as an advocate for the Tenant. The Landlord attended the hearing with U.Z. attending as an agent for the Landlord. All in attendance provided a solemn affirmation.

The Tenant confirmed that he served the Landlord the Notice of Hearing and evidence package in person on January 9, 2020 and the Landlord confirmed receipt of this package. Based on this undisputed testimony, and in accordance with Sections 89 and 90 of the *Act*, I am satisfied that the Landlord was served with the Notice of Hearing and evidence package.

The Landlord stated that his evidence was served to the Tenant by hand on January 15, 2020 and the Tenant confirmed that he received this evidence, but it was on January 17, 2020. As this evidence was served to the Tenant in accordance with Rule 3.15 of the Rules of Procedure, the Landlord's evidence was accepted and will be considered when rendering this decision.

During the hearing, I advised the Tenant that as per Rule 2.3 of the Rules of Procedure, claims made in an Application must be related to each other and that I have the discretion to sever and dismiss unrelated claims. As such, I advised the Tenant that this hearing would primarily address the Notice, that his other claims would be dismissed, and that the Tenant is at liberty to apply for these claims under a new and separate Application.

All parties acknowledged the evidence submitted and were given an opportunity to be heard, to present sworn testimony, and to make submissions. I have reviewed all oral

and written submissions before me; however, only the evidence relevant to the issues and findings in this matter are described in this Decision.

I note that Section 55 of the *Act* requires that when a Tenant submits an Application for Dispute Resolution seeking to cancel a notice to end tenancy issued by a Landlord, I must consider if the Landlord is entitled to an order of possession if the Application is dismissed and the Landlord has issued a notice to end tenancy that complies with the *Act*.

Issue(s) to be Decided

- Is the Tenant entitled to have the Landlord's Two Month Notice to End Tenancy for Landlord's Use of property dismissed?
- If the Tenant is unsuccessful in cancelling the Notice, is the Landlord entitled to an Order of Possession?

Background, Evidence, and Analysis

While I have turned my mind to the accepted documentary evidence and the testimony of the parties, not all details of the respective submissions and/or arguments are reproduced here.

Both parties agreed that the tenancy started on or around April 1, 2014 and rent was currently established at \$1,200.00 per month, due on the first day of each month. A security deposit of \$375.00 was also paid.

The Landlord advised that the Notice was served by being posted to the Tenant's door on January 2, 2020. As well, he acknowledged that he did not serve pages two or three of the Notice

Analysis

Upon consideration of the evidence before me, I have provided an outline of the following Sections of the *Act* that are applicable to this situation. My reasons for making this decision are below.

Section 52 of the *Act* requires that any notice to end tenancy issued by a Landlord must be signed and dated by the Landlord, give the address of the rental unit, state the effective date of the notice, state the grounds for ending the tenancy, and be in the approved form.

With respect to the Notice served to the Tenant on January 2, 2020, I have reviewed a copy of the Notice provided to me to ensure that the Landlord has complied with the requirements as to the form and content of Section 52 of the *Act*. However, as the Landlord did not serve all pages of the Notice, I find that the Tenant did not receive, and was not aware of, the grounds for ending the tenancy.

As the Landlord did not serve the complete Notice to the Tenant, I am not satisfied of the validity of the Notice as it does not comply with Section 52 of the *Act*. Therefore, I find that the Notice of January 2, 2020 is of no force and effect.

Conclusion

Based on the above, I hereby order that the Two Month Notice to End Tenancy for Landlord's Use of Property of January 2, 2020 to be cancelled and of no force or effect. This 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: March 9, 2020

Residential Tenancy Branch