



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      CNC

This matter was scheduled for a conference call at 9:30 a.m. on this date. Both parties participated in the teleconference. At the outset of the hearing, both parties advised that the landlord issued a typed notice on company letterhead advising the tenant that the tenancy had ended. The landlord confirmed that this was the only notice to end tenancy that was issued. Section 52 of the Act addresses the issue before me 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.**

Based on the above, I hereby dismiss this application as there isn't a notice in the approved form for me to consider. This decision was explained to the parties and they indicated that they understood that the landlord was still at liberty to issue a new notice when appropriate if they were unable to resolve the matter.

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: April 27, 2020

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Residential Tenancy Branch