



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPL-4M

Introduction

This hearing dealt with an Application for Dispute Resolution by the Landlord filed on June 2, 2020, under the Residential Tenancy Act, (the “Act”) to enforce a Four Month Notice to End Tenancy for Demolition, Renovation, Repair or Conversion of the Rental Unit, (the “Notice”) dated December 30, 2019. The matter was set for a conference call.

The Landlord’s Agent and an Assistant for the Landlord (the “Landlord”) attended the hearing and were each affirmed to be truthful in their testimony. As the Tenant did not attend the hearing, service of the Notice of Dispute Resolution Hearing was considered. Section 59 of the Act states that the respondent must be served with a copy of the Application for Dispute Resolution and Notice of Hearing. The Landlord testified that they severed the Application for Dispute Resolution and the Notice of Dispute Resolution Hearing to the Tenant by registered mail, sent on June 6, 2020. Pursuant to section 90 of the Act, documents served by this method are deemed received five days after they were mailed. I find that the Tenant has been duly served in accordance with the Act.

The Landlord was provided with the opportunity to present their evidence orally and in written and documentary form, and to make submissions at the hearing.

I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure. However, only the evidence relevant to the issues and findings in this matter are described in this decision.

Issue to be Decided

- Is the Landlord entitled to an order of possession, pursuant to section 49 of the Act?

Background and Evidence

While I have turned my mind to all of the accepted documentary evidence and the testimony of the parties, only the details of the respective submissions and/or arguments relevant to the issues and findings in this matter are reproduced here.

The Landlord testified that the tenancy began about 20 years ago, that rent in the amount of \$499.00 is to be paid by the first day of each month and that the Tenant paid the Landlord a \$180.00 security deposit at the outset of this tenancy.

The Landlord testified that they served the Notice to the Tenant on December 30, 2019, by attaching it to the Tenant's front door. The Notice indicated an end of tenancy date of April 30, 2020. The Landlord submitted a copy of the Notice into documentary evidence.

The Notice was reviewed with the Landlord, and it was noted that the Notice submitted to this proceeding was not signed by the Landlord.

The Landlord testified that the copy served on the Tenant had been signed but that they copy they kept had not been signed.

Analysis

Based on the evidence before me, the testimony of the Landlord, and on a balance of probabilities:

I find that the Landlord issued a Four Month Notice to End Tenancy for Demolition, Renovation, Repair or Conversion of the Rental Unit pursuant to section 49(6) of the Act, which states the following:

Landlord's notice: landlord's use of property

49 (6) A landlord may end a tenancy in respect of a rental unit if the landlord has all the necessary permits and approvals required by law, and intends in good faith, to do any of the following:

(a) demolish the rental unit;

(b) renovate or repair the rental unit in a manner that requires the rental unit to be vacant;

- (c) convert the residential property to strata lots under the [Strata Property Act](#);
- (d) convert the residential property into a not for profit housing cooperative under the [Cooperative Association Act](#);
- (e) convert the rental unit for use by a caretaker, manager or superintendent of the residential property;
- (f) convert the rental unit to a non-residential use.

Section 49 of the Act goes on to state the following:

Landlord's notice: landlord's use of property

49 (7) A notice under this section must comply with section 52 [form and content of notice to end tenancy] and, in the case of a notice under subsection (5), must contain the name and address of the purchaser who asked the landlord to give the notice.

Section 49 (7) of the Act requires that a Notice to End tenancy, served under this section of the Act, complies with the form and content provision set out in section 52 of the Act, which states the following:

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.*

After reviewing the copy of the Notice, submitted into documentary evidence by the Landlord, I find that the Notice before me is not signed, and therefore does not meet the form and content requirements set out under section 52 of the Act.

Consequently, I find Notice dated December 30, 2019, is of no force and effect.

Conclusion

The Landlord's application to enforce the Notice, dated December 30, 2019, is dismissed without leave to reapply. The tenancy will continue until legally 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: June 26, 2020

Residential Tenancy Branch