



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Pemberton Valley Supermarket  
Ltd and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      OPQ, OPL-4M

### Introduction

This hearing dealt with an Application for Dispute Resolution by the landlord for an order of possession based on two notices to end the tenancy; A Two Month Notice to End Tenancy for Landlord's Use of Property or because the Tenant Does Not Qualify for Subsidized Rental Unit (the 2 Month Notice) and a Four Month' Notice to End Tenancy For Demolition, Renovation, Repair or Conversion of a Rental Unit (the 4 Month Notice).

Both parties appeared, gave testimony, and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross-examine the other party, and make submissions at the hearing

### Issue(s) to be Decided

Is the landlord entitled to an order of possession?

### Background and Evidence

The tenancy began on August 1, 2008. Rent in the amount of \$700.00 was payable on the first of each month. A security deposit of \$425.00 was paid by the tenant.

The landlord's agent testified that they issue the tenant two different notices to end the tenancy on February 27, 2020.

The landlord's agent stated that they issued the 2 Month Notice because the original tenants employment ended, and the co-tenant remained. The agent confirmed this is not a subsidized rental unit through BC Housing.

The landlord's agent testified that they issued the 4 Month Notice to demolish the rental unit or alternatively decommission the rental unit as it is not habitable to live in. The agent stated that the property has been sold and the new owner takes possession on October 16, 2020 and they have no control of what will happen to the premises after that date.

The tenant confirmed they did not dispute either of the Notices.

### Analysis

Based on the above, the testimony and evidence, and on a balance of probabilities, I find as follows:

In this case, the tenant did not dispute the notice to end tenancy and are conclusively presumes to have accepted that the tenancy has ended on the effective date of the notices. However, in order to be effective a notice to end the tenancy must be in the proper form and content.

### **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.

The 2 Month Notice issued is for subsidized housing, which is not the case before me as the landlord's agent stated it was for end of employment, which would be a One Month Notice to End Tenancy for Cause, if the tenant was truly an employee. I find the 2 Month Notice is not in the correct form and is not valid.

The 4 Month Notice issued is to demolish the rental unit; however, no permits were obtained prior to the issuance of the notice to end tenancy. The form requires that the

date issued, issued by, description and permit number be completed; however, this portion of the form is blank. Furthermore, the property has been sold. While I accept in the details of the work required it states to demolish or decommission the house; however, a notice to end tenancy must be for a specific reason and not multiple. If it was to be decommissioned it must state for what use, such as strata property, or non residential use. I find the 2 Month Notice does not comply with section 52 of the Act.

Based on the above, I find the landlord has failed to comply with section 52 of the Act. Therefore, I find the 2 Month Notice and the 4 Month Notice must be cancelled. I dismiss the landlord's application for an order of possession and the tenancy will continue until legally ended in accordance with the Act.

### Conclusion

The landlord's application is dismissed.

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 21, 2020

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Residential Tenancy Branch