



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNL, MNDC, RR

### Introduction

On August 11, 2020, the Tenant submitted an Application for Dispute Resolution under the residential Tenancy Act (“the Act”) seeking to cancel a Two Month Notice to End Tenancy for Landlords Use of Property. The Tenant also

The Tenant and Landlord attended the teleconference hearing. The hearing process was explained, and the participants were asked if they had any questions. Both parties provided affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form and make submissions to me.

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.

### Preliminary and Procedural Matters

The Residential Tenancy Branch Rules of Procedure permit an Arbitrator the discretion to dismiss unrelated claims with or without leave to reapply. For example, if a party has applied to cancel a notice to end tenancy, or is applying for an order of possession, an Arbitrator may decline to hear other claims that have been included in the application and the Arbitrator may dismiss such matters with or without leave to reapply.

I find that the most important matter to determine is whether or not the Landlord has sufficient reason to end the tenancy. The remainder of the Tenant’s claims are dismissed with leave to reapply.

## Background

The Tenant and Landlord testified that the tenancy began in July 2018 and is on a month to month basis. Rent in the amount of \$500.00 is to be paid by the first day of each month. The Tenant paid the Landlord a security deposit of \$250.00.

The Landlord served the Two Month Notice to the Tenant in person on July 28, 2020.

The Two Month Notice provides information for Tenants who receive the Notice. The Notice states that a Tenant has the right to dispute the Notice within 15 days after receiving it by filing an Application for Dispute Resolution at the Residential Tenancy Branch.

The Tenant disputed the Two Month Notice on August 11, 2020 within the required time frame. The Tenant provided a copy of the Two Month Notice he received from the Landlord. The Tenant made a submission regarding the completion of the Two Month Notice.

Upon my review of the Two Month Notice, I find that the Notice was not signed by the Landlord.

The Landlord testified that he provided a copy of the Two Month Notice. The Landlord testified that he did not pay attention to the signature of landlord field on the Notice.

## Analysis

Section 47 of the *Act* states that a notice to end tenancy must comply with section 52 of the *Act* [*form and content of notice to end tenancy*].

Section 52 of the *Act* states that 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.*

I find that the Two Month Notice issued by the Landlord is not signed and does not comply with the form and content requirements required under section 52 of the *Act*. The Two Month Notice issued by the Landlord is cancelled.

If the Landlord wants to pursue ending the tenancy, the Landlord must serve a new notice to end tenancy.

The Tenant's application to cancel the Two Month Notice is successful. The tenancy continues until ended in accordance with the Act.

### Conclusion

The Landlord's Two Month Notice does not comply with the form and content requirements required under section 52 of the Act. The Two Month Notice is cancelled.

The tenancy continues until ended in accordance with the Act

The Tenant has leave to reapply for the issues that were severed.

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 28, 2020

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Residential Tenancy Branch