



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, CNL, FFT

Introduction

This hearing convened as a result of a Tenant's Application for Dispute Resolution, filed on July 23, 2021, wherein the Tenant sought to cancel a 1 Month Notice to End Tenancy for Cause as well as recovery of the filing fee. By Amendment the Tenant also sought to cancel a 2 Month Notice to End Tenancy for Landlord's Use, issued on September 29, 2021 (the "2 Month Notice").

The hearing of the Tenant's Application was scheduled for 9:30 a.m. on November 25, 2021. Both parties called into the hearing. The Tenant called and was assisted by an advocate, K.M. The Respondent S.B. also called in.

The parties were cautioned that recordings of the hearing were not permitted pursuant to *Rule 6.11* of the *Residential Tenancy Branch Rules*. Both parties confirmed their understanding of this requirement and further confirmed they were not making recordings of the hearing.

The parties agreed that all evidence that each party provided had been exchanged. No issues with respect to service or delivery of documents or evidence were raised. I have reviewed all oral and written evidence before me that met the requirements of the *Residential Tenancy Branch Rules of Procedure*. However, not all details of the parties' respective submissions and or arguments are reproduced here; further, only the evidence specifically referenced by the parties and relevant to the issues and findings in this matter are described in this Decision.

Preliminary Matter

The evidence before me confirmed S.B. withdrew the 1 Month Notice to End Tenancy for Cause. As such, the only matter before me was the validity of the 2 Month Notice and the Tenant's request to recover the filing fee.

Issues to be Decided

1. Should the 2 Month Notice be cancelled?
2. Should the Tenant recover the filing fee?

Background Evidence

S.B. was noted as the Landlord on the 2 Month Notice and the Tenant's Application. The Landlord noted on the tenancy agreement provided in evidence was a corporation, N.C.R. Ltd. When I brought it to S.B.'s attention that she was not named on the tenancy agreement she stated that she was the property manager.

I informed the parties that a Landlord who is a family corporation may issue a 2 Month Notice to End tenancy pursuant to section 49(4) of the *Act* provided the corporation meets the definition of "family corporation" set forth in section 49(1).

At this time S.B. stated that she purchased the property and was the registered owner. She failed to provide any documentation to support her claim that she was the registered owner; nor did she provide any evidence to support a finding that she informed the Tenant that she, as an individual, purchased the property from N.C.R. Ltd., and was therefore able to issue a 2 Month Notice to End Tenancy for Landlord's Use pursuant to section 49(3).

Analysis and Conclusion

A tenancy may only be ended in accordance with the *Act*. Section 49 allows a landlord to end a tenancy when they intend to regain possession of the unit for their own use.

Section 49(7) provides that a 2 Month Notice must comply with section 52 in terms of form and content. In this case, the Landlord named on the tenancy agreement is not the Landlord named on the 2 Month Notice. Further, there is no evidence before me to support a finding that S.B. informed the Tenant she purchased the property and was

therefore an individual Landlord as defined by section 49(1). I therefore find the Notice does not comply with section 52.

The Tenant's request for an Order canceling the 2 Month Notice is granted. The tenancy shall continue until ended in accordance with the *Act*.

As the Tenant has been successful in their Application, I grant their request to recover the filing fee pursuant to section 72 of the *Act*. The Tenant may reduce their next month's rent by \$100.00 as compensation for this fee.

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: November 25, 2021

Residential Tenancy Branch