



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNL FFT

### Introduction

The tenant applied to dispute a notice to end tenancy under the *Residential Tenancy Act* (the “Act”). In addition, they sought to recover the cost of the application filing fee, under section 72 of the Act.

A dispute resolution (arbitration) hearing was held on Monday, November 22, 2021 at 9:30 AM. Only the landlord attended the hearing, which ended at 9:41 AM.

### Preliminary Issue: Notice to End Tenancy Not in Approved Form

While reviewing the application, it came to my attention that the notice to end tenancy in this dispute consisted of a six-page document entitled “Notice to vacate to renter of rented premises.” It appears to be a form based on the *Residential Tenancies Act 1997*, which is a statute from the State of Victoria, Australia. This was mentioned to the landlord, who realized the inadvertent error on their part.

It is trite law, of course, that foreign legislation has no legal force in British Columbia. The *Residential Tenancy Act*, SBC 2002, c. 78, is the only applicable legislation governing residential tenancies within this province.

Under the Act, a tenancy may come to end in one of fourteen ways (see section 44 of the Act). Five of those ways permit the landlord to end the tenancy. And one reason for ending a tenancy is because the landlord intends to occupy the rental unit, or they intend for their close family member to occupy the rental unit. This reason is permitted in [section 49](#) of the Act. Based on a review of the landlord’s notice to vacate and based on what the landlord explained to me during the hearing, this is the reason that they issued the notice to vacate.

As stated in 49(7) of the Act, a notice to end tenancy under this section must comply with section 52 of the Act. Turning to [section 52](#) of the Act, subsection 52(e) explicitly states that, “In order to be effective, a notice to end tenancy must be in writing and must [. . .] when given by a landlord, be in the approved form.”

In this case, the notice to end the tenancy was not in the approved form and as such it is of no legal force or effect.

The approved notice to end a tenancy for landlord’s use of property may be found at <https://www2.gov.bc.ca/gov/content/housing-tenancy/residential-tenancies/ending-a-tenancy/landlord-notice/two-month-notice>. And, a current list of all approved forms is at <https://www2.gov.bc.ca/gov/content/housing-tenancy/residential-tenancies/forms/forms-listed-by-number>.

Given the above, it is my finding that the landlord’s “Notice to vacate to renter of rented premises” (the “notice”) is of no legal force or effect. The notice is neither cancelled nor upheld. Further, as the notice never had, and does not have, any legal effect on the tenancy, the tenant’s application to dispute the notice was unnecessary. Accordingly, the tenant is not entitled to recover the cost of the application filing fee.

### Conclusion

The application is dismissed.

This decision is made on delegated authority under section 9.1(1) of the Act.

Dated: November 22, 2021

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Residential Tenancy Branch