



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      CNL

### Introduction

The Tenant applies to cancel a Two-Month Notice to End Tenancy signed November 23, 2021 (the “Two-Month Notice”) pursuant to s. 49 of the *Residential Tenancy Act* (the “Act”).

B.S. appeared as the Landlord. The Tenant did not appear, nor did someone appear on their behalf.

Pursuant to Rule 7.1 of the Rules of Procedure, the hearing began as scheduled in the Notice of Dispute Resolution. As the Tenant did not attend, the hearing was conducted in their absence as permitted by Rule 7.3 of the Rules of Procedure.

The Landlord affirmed to tell the truth during the hearing. I advised of Rule 6.11 of the Rules of Procedure, in which the participants are prohibited from recording the hearing. The Landlord confirmed that he was not recording the hearing.

The Landlord indicates he served the Two-Month Notice by leaving it in the Tenant’s rental unit on November 23, 2021. I find that the Two-Month Notice was left in a conspicuous location and was served in accordance with s. 88 of the *Act*. Pursuant to s. 90, I deem that the Tenant received the Two-Month Notice on November 26, 2021.

The Landlord acknowledges receipt of the Notice of Dispute Resolution and advised that he did not serve evidence on the Tenant.

### Preliminary Issue – Technical Issues

The Landlord provided oral submissions and I confirmed that he completed his submissions. However, during the closing of the proceedings when I was confirming how he would like to receive the written reasons, there was a disruption in the teleconference connection. By the time I reconnected to the hearing, the Landlord had left the hearing. I monitored the conference line for an additional 10 minutes to ensure that the Landlord did not reconnect and concluded the hearing after confirming he did not connect.

The Landlord has my apologies for the technical difficulties that presented themselves at the conclusion of the hearing.

### Issue(s) to be Decided

- 1) Should the Two-Month Notice be cancelled?
- 2) If not, is the Landlord entitled to an order for possession?

### Background and Evidence

The parties were given an opportunity to present evidence and make submissions. I have reviewed all written and oral evidence provided to me by the parties, however, only the evidence relevant to the issue in dispute will be referenced in this decision.

The Landlord confirmed the following details with respect to the tenancy:

- The Tenant took possession of the rental unit in November 2014.
- Rent of \$800.00 is due on the first day of each month.
- The Landlord holds a security deposit of \$300.00 in trust for the Tenant.

No copy of a written tenancy agreement was provided to me by either party.

The Landlord indicates that he had various conversations with the Tenant for the past two years asking her to move out of the rental unit. The Landlord confirmed that the rental unit is a basement within a detached home and that he lives on the main floor of the residential property.

The Landlord provided various justifications for wanting the Tenant to leave, mentioning that the property was to be sold. The Landlord confirmed that the property had not been

listed for sale. The Landlord further advised that his daughters wanted to move into the rental unit, though this was not the primary purpose for ending the tenancy. The Landlord indicates that the primary reason is that his mother-in-law wishes to move into the rental unit and that she lives on the main floor of the residential property with the Landlord.

The Landlord advised that after many verbal conversations with the Tenant asking her to move out, the Tenant insisted that he provide her with a formal notice to end tenancy, which came in the form of the Two-Month Notice. The Two-Month Notice is silent with respect to the reasons for ending the tenancy.

The Landlord emphasized that it was the intention of his mother-in-law to move into the rental unit.

### Analysis

The Tenant applies to cancel the Two-Month Notice. Though this is the Tenant's application, I note that it is the Landlord's obligation to satisfy me the Two-Month Notice was issued in compliance with the *Act* as explained by Rule 6.6 of the Rules of Procedure.

Pursuant to s. 49(7) of the *Act*, a notice to end tenancy issued under s. 49 must comply with the formal requirements for a notice under s. 52. In order for a notice to end tenancy to be effective and under the present circumstances, section 52 of the *Act* requires the notice be in writing and must:

- Be signed and dated by the landlord
- Give the address for the rental unit;
- State the effective date of the notice;
- State the grounds for ending the tenancy; and
- Be given in the approved form

I have reviewed the Two-Month Notice and find that it does not comply with the formal requirement of s. 52 of the *Act*. There is a technical deficiency with respect to the approved form, which is an outdated format of Form RTB-32 issued in 2008. I do not consider this technical deficiency to necessarily be fatal given that it generally includes all the same information as is set out in the current version of Form RTB-32. The old form does, however, have incorrect information as the *Act* has been amended since 2008.

There is, however, a critical deficiency in that the Two-Month Notice does not state the grounds for ending the tenancy. The second page has a series check boxes for the reasons for issuing the Two-Month Notice, none of which have been selected by the Landlord. Without the certainty brought about by a clearly stated reason within the Two-Month Notice itself, the Landlord provided various reasons for wanting to end the tenancy at the hearing, including that the property may be up for sale, that his daughters wanted to move-in, and that his mother-in-law wanted to move-in. Section 52 requires that the grounds for ending the tenancy be explained within the notice because the Tenant, and the Residential Tenancy Branch for that matter, must have certainty on why the tenancy is ending.

The Landlord also mentioned having conversations with the Tenant about ending the tenancy for a period of time and only issued the Two-Month Notice after being asked for the same from the Tenant. As made clear by s. 52, a notice to end tenancy must be in writing. None of the conversations can be considered notice to end a tenancy under s. 52.

I find that the Two-Month Notice fails to comply with s. 52 of the *Act*, most critically that it does not state the grounds for ending the tenancy. Given this, I grant the Tenant's application to cancel the Two-Month Notice. It is of no force or effect. The tenancy shall continue until it is ended in accordance with the *Act*.

### Conclusion

The Two-Month Notice is hereby cancelled as it fails to comply with the form and content requirements set by s. 52 of the *Act*, principally s. 52(d). The tenancy shall continue until it is 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: March 21, 2022

---

Residential Tenancy Branch