



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNL

Introduction

The Tenant filed an Application for Dispute Resolution (the “Application”) on December 14, 2021 seeking an order to cancel the Two Month Notice to End Tenancy (the “Two-Month Notice”) for the landlord’s use of property. The matter proceeded by way of a hearing pursuant to s. 74(2) of the *Residential Tenancy Act* (the “Act”) on March 29, 2022. In the conference call hearing I explained the process and offered each party the opportunity to ask questions.

The Tenant and landlord both attended the hearing. I am satisfied the tenant served the Notice of Dispute Resolution to the landlord prior to the hearing in good order.

Issue(s) to be Decided

Is the Tenant entitled to a cancellation of the Two-Month Notice?

If unsuccessful in this Application, is the Landlord entitled to an Order of Possession of the rental unit?

Background and Evidence

With their Application, the Tenant provided a copy of the Two-Month Notice issued by the Landlord. The copy is unsigned and undated. The end-of-tenancy date is set at January 31, 2021. On page 2 of the document, the Landlord indicated two reasons for the tenancy ending:

- The rental unit will be occupied by the landlord or the landlord's close family member
- The landlord is a family corporation and a person owning voting shares in the corporation, or a close family member of that person, intends in good faith to occupy the rental unit.

The Tenant in the hearing verified this is the copy of the Two-Month Notice they received from the Landlord. This was handed to them on November 30, 2021. They described this as a "print off from a computer". They also pointed out that the Landlord put the wrong date on it, and it was not signed.

The Landlord presented this was the formal part of the process to end the tenancy. They mentioned this to the Tenant and had been discussing it for a year, so the Tenant "knew all about this." The Landlord maintained they were simply enforcing their rights as a landlord. They confirmed that a family corporation was in place; however, some time prior it had dissolved.

Analysis

The *Act* s. 49 grants legal authority to a landlord to end a tenancy for the reasons listed therein. That includes a family member's legitimate use of the rental unit, or a family corporation member as a family member will occupy the rental unit. The Landlord must issue a notice to end the tenancy. In this present matter, the Landlord has the burden of proof to show there is sufficient reason to end the tenancy.

Further, the subsection 49(7) specifies that a notice under this section must comply with s. 52, form and content of said notice.

The following s. 52 states, in order to be effective, the notice 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) . . . state the grounds for ending the tenancy,
. . . and
- (e) when given by a Landlord, be in the approved form.

I find the Two-Month Notice issued by the Notice does not conform with s. 52. It is unsigned and undated. The address of the rental unit was not completed on the form. Further, there are alternate grounds for indicating the reason for ending the tenancy. Because of this, I find the Landlord did not provide clear grounds for ending the tenancy.

I find the document issued by the Landlord to the Tenant on November 30, 2021 does not comply with s. 52. For this reason, the end of tenancy is cancelled. The tenancy shall continue.

Conclusion

For the reasons above, I order that the Two-Month Notice issued on November 30, 2021 is cancelled and the tenancy remains in full force and effect.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under s. 9.1(1) of the *Act*.

Dated: March 29, 2022

Residential Tenancy Branch