



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding YMK PROPERTIES  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      CNL

This hearing dealt with the tenant's Application for Dispute Resolution (application) seeking remedy under the *Residential Tenancy Act* (Act) to cancel a 2 Month Notice to End Tenancy for Landlord's Use of Property dated January 27, 2022 (2 Month Notice). The tenant paid a filing fee for this application.

The tenant and the property owner, JF (landlord) attended the teleconference hearing. The parties provided affirmed testimony, were provided the opportunity to present their evidence orally and in documentary form prior to the hearing. The parties were both given an opportunity to ask a question during the hearing. I have only considered the evidence that was served in accordance with the Residential Tenancy Branch (RTB) Rules of Procedure (Rules) and relevant to the matters before me. Words utilizing the singular shall also include the plural and vice versa where the context requires.

As both parties confirmed that they had served documentary evidence and had the opportunity to review that evidence prior to the hearing, I find the parties were sufficiently served in accordance with the Act.

### Preliminary and Procedural Matters

The parties confirmed their respective email addresses at the outset of the hearing and stated that they understood that the decision would be emailed to them.

Although the landlord stated that their agent was calling into the hearing, the agent did not call into the hearing before it concluded at 14 minutes. The landlord was reminded to advise their agent to ensure they call in the start date listed on the Notice of Dispute Resolution Hearing, according to RTB Rule 7.1.

### Issues to be Decided

- Should the 2 Month Notice be cancelled?
- If yes, is the tenant entitled to recover the cost of the filing fee?

### Background and Evidence

A copy of the 2 Month Notice was submitted in evidence. The 2 Month Notice is dated January 27, 2022 and has an effective vacancy date listed as March 31, 2022. The 2 Month Notice is an old notice and is dated 2016/08. The current version of the 2 Month Notice is dated 2021/03/22.

### Analysis

Based on the documentary evidence and the testimony of the parties provided during the hearing, and on the balance of probabilities, I find the following.

Firstly, the Act provides the tenant 15 days to dispute a 2 Month Notice for Landlord's Use of Property. The 2 Month Notice is dated January 27, 2022 and the tenant filed their application on February 1, 2022. I find the tenant filed this application within the required timelines under the Act.

Once the tenant files on time to dispute a 2 Month Notice, the onus of proof reverts to the landlord to support that the 2 Month Notice is valid.

**2 Month Notice issued by landlord** – Section 52 of the Act applies in this case and states:

#### **Form and content of notice to end tenancy**

#### **52 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,
- (d.1) for a notice under section 45.1 *[tenant's notice: family violence or long-term care]*, be accompanied by a statement made in accordance with section 45.2 *[confirmation of eligibility]*, and

(e) **when given by a landlord, be in the approved form.**  
[emphasis added]

In the matter before me, I find the 2 Month Notice was not in the approved form and that a historical form from 2016 was served on the tenant by the landlord or their agent and that the 2016 form is over 5 years old.

Due to the 2 Month Notice not being in the approved form and is outdated, I find the landlord has failed to provide sufficient evidence to support the 2 Month Notice in the approved form. Therefore, **I cancel** the 2 Month Notice dated January 27, 2022. The 2 Month Notice is of **no force or effect**.

**I ORDER** the tenancy to continue until ended in accordance with the Act.

As the tenant's application had merit, I find that the tenant is entitled to monetary compensation pursuant to section 67 of the Act, in the amount of **\$100.00** to recover the cost of \$100.00 filing fee.

**I ORDER a one-time rent reduction in the amount of \$100.00** from a future month of rent in full satisfaction of the tenant's recovery of the cost of the filing fee. This order is made pursuant to section 62(3) of the Act.

### Conclusion

The 2 Month Notice dated January 27, 2022 is cancelled and is of no force or effect.

The tenancy shall continue until ended in accordance with the Act.

The tenant is granted a one-time rent reduction of \$100.00 as full recovery of the filing fee.

This decision will be emailed to both parties as indicated above.

This decision is final and binding on the parties, unless otherwise provided under the Act, and 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: May 2, 2022

---

Residential Tenancy Branch