



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNL FFT

Introduction

This hearing dealt with an Application for Dispute Resolution (application) by the tenant 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 28, 2022 (2 Month Notice) and to recover the cost of the filing fee.

The tenant, a tenant advocate, HMW (advocate), the landlord, and an agent for the landlord, SMS (agent) attended the teleconference hearing. The parties were affirmed. The parties were provided an opportunity to ask questions during the hearing. Although another landlord party, WS attended the hearing, the landlord and agent stated they were not required and as a result WS disconnected from the hearing.

Neither party raised any valid concerns regarding the service or receipt of documentary evidence. Therefore, I find the parties were sufficiently served as required by the Act. Words utilizing the singular shall also include the plural and vice versa where the context requires.

The parties confirmed their understanding that the decision would be emailed to both parties. As a result, the email address for both parties were confirmed.

At the outset of the hearing, the advocate requested to withdraw the portion of the application that relates to a request for an order directing the landlord to comply with the Act, regulation or tenancy agreement. As a result, the tenant and advocate were reminded that the RTB has a separate Compliance and Enforcement Unit (CEU), should they wish to request an investigation by the RTB CEU.

Issues to be Decided

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

Background and Evidence

A copy of the tenancy agreement was submitted in evidence. The tenancy began on August 1, 2015.

The tenant supplied pages one and two of a four-page 2 Month Notice in evidence. The tenant writes in their application that the landlord failed to served the other two pages of the 2 Month Notice, which includes the information about how to dispute a 2 Month Notice.

The landlord and their agent both confirmed that they did not submit a copy of the 2 Month Notice in evidence for my consideration. In addition, the agent testified that they could not recall seeing pages three- and four of the 2 Month Notice, when the 2 Month Notice was served. The 2 Month Notice is dated January 28, 2022 and the effective vacancy date is listed as March 31, 2022. The tenant filed their application to dispute the 2 Month Notice on February 7, 2022, which is within the 15-day timeline provided under section 49 of the Act to dispute a 2 Month Notice.

The tenant and advocate also referred to a previous decision (Previous Decision), the file number of which has been included on the cover page of this decision for ease of reference. The tenant and advocate confirmed that the Previous Decision also related to a 2 Month Notice, which was cancelled due to a finding of lack of good faith on the part of the landlord.

Analysis

Based on the above, the testimony and evidence, and on a balance of probabilities, I find as follows.

Firstly, I find the tenant filed their application on time to dispute the 2 Month Notice as indicated above. When tenant disputes a 2 Month Notice on time, the onus of proof reverts to the landlord to prove that the 2 Month Notice is valid and should be upheld. If the landlord fails to prove the 2 Month Notice is valid, the 2 Month Notice will be cancelled.

Section 52 of the Act applies 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]

As the agent and landlord did not supply a copy of the pages 3 and 4 of the 2 Month Notice and considering that the tenant confirmed that pages 3 and 4 were not served on them, and that the agent could not recall seeing pages 3 and 4, I find that the landlord failed to serve all four pages of the 2 Month Notice. In addition, I find that by doing so, the landlord failed complete the 2 Month Notice in the approved form as pages 3 and 4 provide the information to the tenant on how to dispute the 2 Month Notice.

As a result, **I cancel** the 2 Month Notice dated January 28, 2022.

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

As the tenant's application was successful, I grant the tenant a one-time rent reduction in the amount of **\$100.00** in full satisfaction of the recovery of the cost of the filing fee pursuant to sections 62(3) and 72 of the Act.

I caution the landlord not to issue incomplete notices on the tenant for the remainder of the tenancy.

Conclusion

The tenant's application is fully successful.

The incomplete 2 Month Notice 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 in the amount of \$100.00 in full satisfaction of the recovery of the cost of the filing fee pursuant to sections 62(3) and 72 of the Act.

This decision will be emailed to both parties.

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 10, 2022

Residential Tenancy Branch