



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPL

Introduction

This hearing was convened by way of conference call concerning an application made by the landlord seeking an Order of Possession for the landlord's use of the property.

The landlord and the tenant attended the hearing and each gave affirmed testimony. The parties were given the opportunity to question each other and to give submissions.

The landlord testified that all evidence, with the exception of a letter explaining reasons for issuing the Notice were given to the tenant. Any evidence that a party wishes to rely on must be provided to the other party. Therefore, I decline to consider the letter. The tenant has not provided any evidence, and all other evidence of the landlord has been reviewed and is considered in this Decision.

Issue(s) to be Decided

Has the landlord established that the Two Month Notice to End Tenancy for Landlord's Use of Property was issued in accordance with the *Residential Tenancy Act*?

Background and Evidence

The landlord testified that this fixed-term tenancy began on December 1, 2017 and reverted to a month-to-month tenancy after December 1, 2018, and the tenant still occupies in the rental unit. Rent in the amount of \$1,000.00 was payable on the 1st day of each month, which was increased and is currently \$1,050.00 per month. At the outset of the tenancy the landlord collected a security deposit from the tenant in the amount of \$500.00 as well as a pet damage deposit in the amount of \$100.00, both of which are still held in trust by the landlord. The rental unit is a 1 bedroom suite in the

landlord's house and the landlord currently resides in a 3 bedroom suite within the home. A copy of the tenancy agreement has been provided for this hearing.

The landlord further testified that on January 10, 2022 the landlord personally served the tenant with a Two Month Notice to End Tenancy for Landlord's Use of Property. A copy of the first 2 pages of the 4-page notice has been provided for this hearing. It is dated January 10, 2022 and contains an effective date of vacancy of March 31, 2022. The reason for issuing it states: The rental unit will be occupied by the landlord or the landlord's close family member (parent, spouse or child; or the parent or child of that individual's spouse), specifying the child of the landlord or the landlord's spouse. The tenant has not served the landlord with an Application for Dispute Resolution disputing the Notice.

The landlord further testified that he has separated from his spouse and the landlord moved into the 3 bedroom unit in February, 2021 and is now residing there permanently. The landlord has 2 daughters, one of whom is in university and may occupy the rental unit, and the other daughter resides with the landlord's spouse 2 blocks away from the rental home and visits the landlord at the rental property. The landlord wants complete usage of the house and yard for his family, and has no intention of re-renting.

The tenant moved his belongings out of the rental unit on April 6, 2022, and has been occupying the rental unit without his possessions since that date.

The tenant testified that the landlord did not serve 4 pages of a notice to end the tenancy, but only 2 pages.

The tenant is willing to vacate but has not been successful in finding suitable accommodation.

Analysis

The *Residential Tenancy Act* specifies that in order to be effective, any notice to end a tenancy must be in the approved form. In this case, I accept the testimony of the tenant that only 2 of the required 4 pages has been served, given that the landlord has only provided 2 pages as evidence for this hearing. Therefore, I am not satisfied that the Two Month Notice to End Tenancy for Landlord's Use of Property was given in the approved form, and I dismiss the landlord's application for an Order of Possession.

The landlord is at liberty to serve another Notice, but must be able to demonstrate that the approved form was served. Alternatively, the parties may agree in writing to end the tenancy on a specific date.

Conclusion

For the reasons set out above, the landlord's application is hereby dismissed.

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: May 13, 2022

Residential Tenancy Branch