



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNL

Introduction

This hearing dealt with the tenants' application pursuant to the *Residential Tenancy Act* (the *Act*) for cancellation of the Two Month Notice to End Tenancy for Landlord's Use of Property, pursuant to section 49.

Both parties attended the hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses. The tenants' son in law also attended and affirmed to translate to the best of his ability.

Both parties were advised that Rule 6.11 of the Residential Tenancy Branch Rules of Procedure prohibits the recording of dispute resolution hearings. Both parties testified that they are not recording this dispute resolution hearing.

Per section 95(3) of the Act, the parties may be fined up to \$5,000.00 if they record this hearing: "A person who contravenes or fails to comply with a decision or an order made by the director commits an offence and is liable on conviction to a fine of not more than \$5 000."

Both parties confirmed their email addresses for service of this decision.

The tenants testified that they personally served the landlord with a copy of their application for dispute resolution and evidence on May 30, 2022. The landlord testified that he received the above documents in person but could not recall on what date. I find that the landlord was served with the above documents in accordance with section 88 and 89 of the *Act*.

The landlord did not submit evidence for consideration.

Issues to be Decided

Is the tenant entitled to cancellation of the Two Month Notice to End Tenancy for Landlord's Use of Property?

Background and Evidence

While I have turned my mind to the documentary evidence and the testimony of both parties, not all details of their respective submissions and arguments are reproduced here. The relevant and important aspects of the tenants' and landlord's claims and my findings are set out below.

The tenants testified that this tenancy started on January 1, 2016. The landlord testified that he is not sure when the tenancy started because he only purchased the subject rental property on March 30, 2022. Both parties agree that rent in the amount of \$1,620.00 is due on the first day of each month.

Both parties agree that the landlord personally served the Two Month Notice to End Tenancy for Landlord's Use of Property (the "Notice") on the tenants on March 31, 2022. The tenants uploaded a copy of the Notice into evidence. The Notice is not signed by the landlord.

Analysis

Section 52 of the *Act* states that 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]

Based on the Notice entered into evidence, which is not signed by the landlord, and pursuant to section 52 of the *Act*, I find that the Notice is not effective because the landlord did not sign it. The Notice is therefore cancelled and is of no force or effect. This tenancy will continue in accordance with the *Act*.

Conclusion

The Notice is cancelled and of no force or effect.

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: August 05, 2022

Residential Tenancy Branch