



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNL, LRE, OLC

Introduction

This hearing dealt with an Application for Dispute Resolution by the tenant filed under the *Residential Tenancy Act* (the “Act”) to cancel a Two Month Notice to End Tenancy for Landlord’s Use of Property, (the “Notice”), to have the landlord comply with the Act and to suspended or set conditions on the landlord’s right to enter the rental unit.

Both parties appeared, gave affirmed testimony.

Rule 2.3 of the Residential Tenancy Branch Rules of Procedure authorizes me to dismiss unrelated disputes contained in a single application. In these circumstances the tenant indicated several matters of dispute on the Application for Dispute Resolution, the most urgent of which is the application to set aside the Notice.

I find that not all the claims on this Application for Dispute Resolution are sufficiently related to be determined during these proceedings. I will, therefore, only consider the tenant’s request to set aside the Notice. The balance of the tenant’s application is dismissed, with leave to reapply.

Issue to be Decided

Should the Notice be cancelled?

Background and Evidence

The tenant submitted a copy of the tenancy agreement that they signed on January 1, 2020. Under the tenancy agreement the tenant is required to pay rent in the amount of \$750.00 on the first day of each month.

The landlord is the sister of the tenant to whom rents a room in the premises under their own agreement and the landlord's parent also live in the premise this is a shared accommodation. The landlord does not reside within the premises.

The tenant stated that they were not served with the Notice in the proper form as it is missing pages. The tenant further stated that the landlord's parents, his parents are already living in the premises, so the Notice cannot be issued in good faith.

The landlord confirmed they did not serve the tenant with the four pages, only two pages were served.

Analysis

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

In this case, the landlord only served the tenant with the first two pages on the Notice. Under section 49(7) a notice under this section of the Act must comply with section 52 of the Act.

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.**

While I accept the Notice contains the requirement under section 52(a)(b)(c); however, the landlord did not give the tenant the entire approved form as only two pages were given, not the four pages as required. These missing pages contain important

information about the Notice. Therefore, I find I must grant the tenant's application and cancel the Notice as it is not in compliance with section 52 of the Act.

Conclusion

The tenant's application to cancel the Notice is granted. The tenancy will continue until legally ended.

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: September 23, 2022

Residential Tenancy Branch