



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNL-4M, OLC

Introduction

This hearing was reconvened from a hearing on August 11, 2022 as a result of the Tenant's application under the Residential Tenancy Act (the "Act") for:

- cancellation of a Four Month Notice to End Tenancy for Demolition or Conversion pursuant to section 49; and
- an order that the Landlords comply with the Act, the regulations, or tenancy agreement pursuant to section 62.

The Tenant attended this hearing. The Landlord did not attend.

Service of Dispute Resolution Documents

The original hearing resulted in an interim decision issued on August 16, 2022 (the "Interim Decision"), in which I ordered the Tenant to serve the Landlord and the current owners of the rental unit with a copy of the original notice of dispute resolution proceeding package, the Interim Decision, the notice of reconvened hearing, and the Tenant's documentary evidence (collectively, the "NDRP Package") by August 25, 2022.

During the reconvened hearing, the Tenant acknowledged that she did not serve the respondents with the NDRP Package as required by the Interim Decision. The Tenant stated that her dispute was with the Landlord and not the current owners. Accordingly, I have amended the style of cause to remove the proposed additional respondents.

No Notice to End Tenancy Issued Under the Act

In the Interim Decision, I found the Landlord to have been served with the Tenant's application and evidence. On that basis, I am prepared to consider the Tenant's claims in this application as against the Landlord only.

The Tenant had submitted an email from the Landlord dated April 3, 2022, which gave the Tenant "30 days" to move for "reasons of renovations".

Section 52 of the Act 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 this case, I find the Landlord's email is not a Four Month Notice to End Tenancy for Demolition or Conversion under section 49 of the Act at all. As such, I find the Tenant's claim to dispute or cancel such a notice to be moot.

Similarly, I find the Tenant's claim to seek an order that the Landlord comply with the Act to be moot as the Landlord no longer owns the rental unit and it is not necessary for the Landlord to issue another notice to end tenancy in the proper form.

Based on the foregoing, I conclude that the Tenant's claims in this application are moot. Accordingly, I dismiss the Tenant's application without leave to re-apply.

Conclusion

The Tenant's application is dismissed without leave to re-apply.

The Tenant is at liberty to make other applications under the Act within the applicable limitation periods.

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 08, 2022

Residential Tenancy Branch