



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 tenant's application pursuant to the *Residential Tenancy Act* (the "Act") for:

- cancellation of a Two Month Notice to End Tenancy For Landlord's Use of Rental Property, pursuant to section 49 (the Two Month Notice);

The hearing was conducted by conference call. All named parties attended the hearing.

The landlord acknowledged receipt of the tenant's application.

Issues

Should the Two Month Notice be cancelled or is the landlord entitled to an order of possession for cause?

Background and Evidence

The tenancy began approximately four years ago with the current landlord. The tenant has resided in the rental unit approximately 12 years in total. The current monthly rent is \$750.00.

As per the tenant's application, he was served with a Two Month Notice on the door of his rental unit on May 1, 2022.

Neither party submitted a copy of the Two Month Notice for my review. During the hearing, the landlord was not able to provide basic information on the Two Month Notice such as the effective date of the Notice.

Analysis

Section 47 of the Act contains provisions by which a landlord may end a tenancy for cause by giving notice to end tenancy. Section 47(3) requires that a notice must comply with section 52 [form and content of notice to end tenancy].

Section 52 of the Act states as follows:

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, and
 - (e) when given by a landlord, be in the approved form.

While the tenant should have provided a copy of the Two Month Notice as this was the tenant's application, ultimately it is the landlord that is responsible for ensuring the Notice be in the approved form and meets the requirements of the Act.

As neither party submitted a copy of the Two Month Notice as evidence, I am unable to confirm if the Two Month Notice is effective and in compliance with the form and content requirements of Section 52 of the Act.

The tenant's application to cancel the Two Month Notice dated May 1, 2022, is therefore granted and this notice is hereby cancelled.

Conclusion

The Two Month Notice dated May 1, 2022, is hereby cancelled.

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 16, 2022

Residential Tenancy Branch