



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

**Dispute Codes**      **CNL, OLC**

### **Introduction**

This hearing was convened as a result of the Tenant's Application for Dispute Resolution, made on June 24, 2022 (the "Application"). The Tenant applied for the following relief, pursuant to the *Residential Tenancy Act* (the "Act"):

- an order to cancel a Two Month Notice to End Tenancy for Landlord's Use of Property (the "Two Month Notice") dated June 21, 2022; and
- an order that the Landlord comply with the *Act*, tenancy agreement or regulations.

The Landlords and the Tenant attended the hearing at the appointed date and time. At the start of the hearing, the parties confirmed service and receipt of their respective Application and documentary evidence packages. As there were no issues raised, I find these documents were sufficiently served pursuant to Section 71 of the *Act*.

The parties were given an opportunity to present evidence orally and in written and documentary form, and to make submissions to me. I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

### **Preliminary Matters**

The Residential Tenancy Branch Rules of Procedure permit an Arbitrator the discretion to dismiss unrelated claims with or without leave to reapply. For example, if a party has applied to cancel a notice to end tenancy, or is applying for an order of possession, an Arbitrator may decline to hear other claims that have been included in the application and the Arbitrator may dismiss such matters with or without leave to reapply.

I find that the most important issue to determine is whether or not the tenancy is ending in relation to the Two Month Notice. The Tenant's request for an order that the Landlord comply with the Act, tenancy agreement or regulation is dismissed with leave to reapply.

I note that Section 55 of the Act states that in order for a Landlord to be granted an order of possession, the Landlord's notice to end tenancy must comply with Section 52 of the Act relating to form and content.

Section 52 of the Act States; 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.*

The parties provided a copy of the Two Month Notice in their documentary evidence. I note that the Landlords have selected both;

*"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)."*

*"The landlord is a family corporation and a person owning voting shares in a corporation, or close family member of that person, intends in good faith to occupy the rental unit"*

During the hearing, the Landlords were notified that they cannot be both a Landlord as an individual and a Corporation. The Landlords clarified that they are not a Corporation, instead they are individual Landlords. As such, the Landlords would have been required to indicate which close family member intends to occupy the rental unit;

- *The landlord or the landlord's spouse;*
- *The child of the landlord or the landlord's spouse; or*

- *The father or mother of the landlord or the landlord's spouse*

I find that the Landlords have not selected who intends on occupying the rental unit. I find that the Landlords have not sufficiently stated the grounds to end the tenancy, which is required in accordance with Section 52 of the *Act*.

Stating the grounds to end the tenancy is important as it provides the Tenant with an understanding as to why they are being served a Notice to End Tenancy. In this case, I find that the Landlords have not provided any information which would support the Two Month Notice being served.

Furthermore, Section 51 of the *Act* sets out that if a Landlord does not accomplish the stated purpose of the Two Month Notice within a reasonable amount of time, and for at least six months, the Tenant could be entitled to compensation equivalent to 12 times the amount of rent. With the Two Month Notice served by the Landlord, it does not clearly state the purpose of the Two Month Notice, making it impossible to accomplish the stated purpose, as it is lacking one.

I find the Two Month Notice does not comply with Section 52 of the *Act*. In light of the above, I cancel the Two Month Notice, dated June 21, 2022. I order that the tenancy continue until ended in accordance with the *Act*. The Landlords are at liberty to re-serve a new Two Month Notice which complies with the requirements of Section 52 of the *Act*.

### Conclusion

The Tenant's application is successful. The Two Month Notice issued by the Landlord dated June 21, 2022 is cancelled as it does not meet the requirements of Section 52 of the *Act*. The tenancy will continue until ended in accordance with the *Act*.

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: November 10, 2022

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Residential Tenancy Branch