



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes **CNL, FFT**

Introduction

This hearing was convened as a result of the Tenant's Application for Dispute Resolution, made on June 30, 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 11, 2022; and
- an order granting the return of the filing fee.

The Tenant, the Tenant's Advocate J.M., the Landlord, and the Landlord's Counsel M.B. attended the hearing at the appointed date and time. At the start of the hearing, the Landlord confirmed receipt of the Tenant's Application and documentary evidence package. As there were no issues raised, I find these documents were sufficiently served pursuant to Section 71 of the *Act*. The Landlord confirmed that they did not submit any documentary evidence in response to the Tenant's Application.

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

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 Tenant provided a copy of the Two Month Notice in their documentary evidence. I note that the Landlord has selected;

“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).”

As such, the Landlord 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 Landlord has not selected who intends on occupying the rental unit. I find that the Landlord has 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 Landlord has 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 11, 2022. I order that the tenancy continue until ended in accordance with the *Act*. The Landlord is at liberty to re-serve a new Two Month Notice which complies with the requirements of Section 52 of the *Act*.

As the Tenant's Application was successful, I find that they are entitled to the return of the \$100.00 filing fee they paid to make the Application. I order that the Tenant deduct \$100.00 from one (1) future rent payment.

Conclusion

The Tenant's application is successful. The Two Month Notice issued by the Landlord dated June 11, 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*. The Tenant is permitted to deduct \$100.00 from one (1) future rent payment.

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 17, 2022

Residential Tenancy Branch