



# Dispute Resolution Services

Residential Tenancy Branch  
Office of Housing and Construction Standards

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## **DECISION**

Dispute Codes      CNL

### Introduction

The tenant seeks an order cancelling a *Two Month Notice to End Tenancy for Landlord's Use of Property* (the "Notice") pursuant to section 49(8) of the *Residential Tenancy Act* (the "Act").

### Preliminary Issue: Service of Notice

A landlord may end a tenancy for landlord's use of property by issuing a notice to end the tenancy under subsections 49(2)(a) and 49(3) of the Act. Subsection 49(7) of the Act states that a notice given under this section "must comply with section 52 [*form and content of notice to end tenancy*]" of the Act.

Section 52 of the Act states that 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, (d) state the grounds for ending the tenancy, and (e) when given by a landlord, be in the approved form.

The last requirement under section 52—that the notice be in the approved form—means that a complete copy of the four-page notice must be given in order for the notice to be effective. I am not persuaded on a balance of probabilities that this occurred.

Under cross-examination by the tenant's advocate, the landlord could not recall how many pages of the Notice were given. He remembers filling out the form online and printing it but could not recall how many pages there were. It may have even just been one page, which would be consistent with the first two pages being printed double-sided if that were the case. After several questions by the advocate, the landlord was ultimately unsure of how many pages of the Notice were given.

It is my finding that, on a balance of probabilities, it is more certain than not that the landlord did not serve all four pages of the Notice upon the tenant. He may very well have, but the onus to prove that he did rests on the landlord.

In the face of uncertainty arising out of the advocate's effective cross-examination, the landlord has, with respect, not established that the entire Notice was served. As such, the Notice cannot be found to be effective and must be cancelled. I need not and have not made any findings regarding the merits or reasons for which the Notice was given.

The tenancy shall continue until it is ended in compliance with the Act.

### Conclusion

The application is granted. The Notice is cancelled effective immediately.

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: January 13, 2023

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Residential Tenancy Branch