



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

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DECISION

Dispute Codes OPL, OPB, OPN, FFL

Introduction

The landlord sought orders of possession under the *Residential Tenancy Act* (the “Act”). They also sought to recover the cost of the filing fee under section 72 of the Act.

A dispute resolution hearing was held by teleconference on January 5, 2023 and the tenant, the tenant’s uncle, the landlord, and the landlord’s interpreter attended.

Preliminary Issue: No Valid Notice to End a Tenancy

While the landlord sought an order of possession based on a notice to end the tenancy, in reviewing the file (and confirming with the landlord through his interpreter as to the facts), it was determined that no valid notice to end the tenancy was ever issued. The “notice” to end the tenancy consisted of a concise and well-written letter and a follow-up text. However, the notice was not in the required government-approved form that is required when a landlord intends to end a tenancy.

A tenancy may only be ended by a landlord in strict accordance with sections 46 through 49.2, inclusive, of the Act. Any notice to end the tenancy issued under these sections must comply with section 52 of the Act in form and content. And subsection 52(e) of the Act states that a notice to end the tenancy needs to be in writing and, when given by a landlord, must be in the approved form.

For a notice to end tenancy given because a tenant failed to pay rent, a landlord must use a *10 Day Notice to End the Tenancy for Unpaid Rent*. For a notice to end the tenancy for cause a landlord would use a *One Month Notice to End Tenancy for Cause*. And, where a landlord wants to end a tenancy because they or their immediate family member intend to live in the rental unit (section 49 of the Act), the landlord must use a *Two Month Notice to End Tenancy for Landlord’s Use of Property*.

These required notices may be located at, and downloaded from, the Residential Tenancy Branch's website at

<https://www2.gov.bc.ca/gov/content/housing-tenancy/residential-tenancies/ending-a-tenancy/landlord-notice>.

If a landlord gives any type of notice to end the tenancy the notice must (1) comply with the relevant section under which it is being issued, (2) comply with section 52 of the Act in form and content—including using the correct government-approved form, and (3) be served in line with section 88 of the Act.

The tenant, if and when they receive any such notice to end the tenancy, may dispute the notice by the time indicated on that notice. The amount of time ranges from 5 days to 15 days, depending on the type of notice.

In this dispute, because there is no valid notice to end the tenancy the landlord's application for an order of possession must be dismissed, without leave to reapply. The landlord's application to recover the cost of the filing fee must also be dismissed.

The tenancy shall continue on a month-to-month basis until it is ended in accordance with the Act.

Conclusion

The application is hereby dismissed.

This decision is made on delegated authority under section 9.1(1) of the Act.

Dated: January 5, 2023

Residential Tenancy Branch