



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

**Dispute Codes:** MNDCT

### **Introduction**

This hearing dealt with an application by the tenant for a monetary order for compensation pursuant to a notice to end tenancy under section 49 (landlord's use of property). The tenant testified that she had served the landlord with a notice of this hearing by registered mail on January 11, 2023. The tenant filed a copy of the tracking slip. Despite having been served the notice of hearing, the landlord did not attend the hearing. The tenant attended the hearing and was given full opportunity to present evidence and make submissions.

### **Issues to be Decided**

Did the landlord serve a valid notice to end tenancy?

### **Background and Evidence**

The tenancy started in August 2021 and ended in March 2022. The monthly rent was \$1,450.00 payable on the first of each month. The rental unit was located in the back of the house. The landlord occupied the front of the house.

The tenant stated that in January 2022, she received a notice to end tenancy for landlord's use of property that was posted on her door. The tenant stated that the notice was in the Branch approved format and indicated that the landlord or a close family member would be moving into the rental unit. The tenant testified that she did not dispute the notice and moved out after getting one month of rent free stay. The tenant stated that she had misplaced the notice and could not file it into evidence.

The tenant also informed me that she had suffered a concussion and could not recall where she had stored the notice to end tenancy. However, the tenant testified that she had proof that someone other than the landlord or his close family moved into the rental unit, the day after she moved out. The tenant is claiming compensation in the amount of 12 months' rent. The tenant also stated that she had not received her security deposit.

## **Analysis**

Section 52 of the *Residential Tenancy Act* addresses Notices to end tenancy 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.

In this case, the tenant did not file a copy of the notice to end tenancy and therefore I am unable to determine whether it complies with section 52. However, I find that the tenant was credible when she testified that she had received a notice under section 49 (landlord's use of property). Therefore, I will dismiss the tenant's application with leave to reapply. This will give the tenant additional time to locate the notice to end tenancy.

## **Conclusion**

The tenant's application is dismissed with leave to reapply.

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*.

February 06, 2023

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Residential Tenancy Branch