



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing

DECISION

Dispute Codes CNL, FF

Introduction, Preliminary and Procedural Matters-

This hearing convened to deal with the tenant's application for dispute resolution (application) seeking remedy under the Residential Tenancy Act (Act). The tenant applied for an order cancelling the Two Month Notice to End Tenancy for Landlord's Use of Property (Notice/2 Month Notice) issued by the landlord and recovery of the filing fee.

The tenant and the landlord's daughter/agent attended, the hearing process was explained, and they were given an opportunity to ask questions about the hearing process. All parties were affirmed.

The landlord confirmed receiving the tenant's application for dispute resolution, evidence, and notice of hearing (NODRP).

The landlord confirmed that they did not file documentary or other evidence for the hearing. They indicated it was not necessary.

I have reviewed all oral, written, and other evidence before me that met the requirements of the Residential Tenancy Branch (RTB) Rules of Procedure (Rules).

Words utilizing the singular shall also include the plural and vice versa where the context requires.

Issue(s) to be Decided

Should the 2 Month Notice be cancelled?

Background and Evidence

The tenant submitted there was no written tenancy agreement and the tenancy began on October 2, 2021, for a monthly rent of \$1200 and a security deposit of \$600. The agent confirmed these statements.

The evidence filed by the tenant was page 1 and page 2 of the 4-page 2 Month Notice.

In response to my inquiry, the tenant said he was served the partial copy of the landlord's 2 Month Notice when it was attached to the tenant's door. The tenant denied receiving the 3rd and 4th pages of the 2 Month Notice and the agent confirmed that was true. The agent indicated that the last two pages of the 2 Month Notice were not needed.

Analysis

Section 49 of the Act provides that a landlord may end a tenancy for landlord's use, under certain circumstances listed. Section 49(7) requires that the 2 Month Notice must comply with section 52 *[form and content of notice to end tenant]*.

In the matter before me, I find the landlord's Notice was not in the approved form as the approved form is a 4-page Notice. The agent confirmed serving just the first 2 pages.

Tenancy Policy Guideline 18 states that an arbitrator may not amend a form which does not contain the required information.

The Act requires that notices to end tenancy issued by the landlord be in the approved form due to the fact that the approved form contains all of the required information, including compensation in this case, for a tenant.

As there was insufficient evidence that the landlord served the full form as legally required, I find they did not meet the statutory requirements under section 52 the Act as to form and content and I therefore find the Notice is invalid. As I have found the form invalid, I do not have to consider the reason listed by the landlord for ending the tenancy.

As a result, I **order** the landlord's 2 Month Notice to End Tenancy for Landlord's Use of Property, dated March 19, 2023, be **cancelled** and therefore has no force and effect. I **order** that the tenancy will continue until ended in accordance with the Act.

As the tenant's application was successful, I grant the tenant recovery of the \$100 filing fee. I **authorize** the tenant a one-time rent reduction in the amount of **\$100** from a future month's rent in full satisfaction of the recovery of the cost of the filing fee. The tenant should inform the landlord when making this deduction so that the landlord has no grounds to serve a 10 Day Notice in that event.

Conclusion

The tenant's application is successful. The 2 Month Notice issued by the landlord is cancelled and is of no force or effect.

The tenancy shall continue until ended in accordance with the Act.

The tenant was granted the filing fee.

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*. Pursuant to section 77(3) of the Act, a decision or an order is final and binding, except as otherwise provided in the Act.

Dated: June 09, 2023

Residential Tenancy Branch