



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing

DECISION

Dispute Codes CNL, FFT

Introduction

The Tenant Z.A., and the Tenant S.M. filed an Application for Dispute Resolution (the “Application”) on August 28, 2023 seeking an order to cancel each Two Month Notice to End Tenancy for the Landlord’s Use of Property (the “Two-Month Notice”), and reimbursement of the Application filing fee. The matter proceeded by way of a hearing pursuant to s. 74(2) of the *Residential Tenancy Act* (the “Act”) on November 30, 2023. In the conference call hearing I explained the process and offered the attending party the opportunity to ask questions.

Issue(s) to be Decided

Are the Tenants entitled to cancellation of the Two-Month Notices issued by the Landlord?

If unsuccessful, is the Landlord entitled to an Order of Possession for each rental unit, pursuant to s. 55 of the *Act*?

Are the Tenants eligible for reimbursement of the Application filing fees, pursuant to s. 72 of the *Act*?

Background and Evidence

The Tenant Z.A. set out that they resided in the rental unit since 2008. The current rent amount is \$1,423 payable monthly. At the start of the tenancy, the Tenant paid a \$600 security deposit. The Landlord verified these details as correct.

The Tenant S.M. set out that they moved into the separate rental unit in October 2020. The current rent amount is \$1,200, and they did not pay a security deposit. The Landlord verified these details as correct.

The Tenant Z.A. provided a copy of the Two-Month Notice for their rental unit as evidence for this hearing. The Landlord served this notice to the Tenant Z.A. on August 15, 2023. The reason the Landlord seeks to end the tenancy are set out on the second page: that is the “rental unit will be occupied by the landlord or the landlord’s close family member.” The Landlord did not specify which of their close family members will occupy the rental unit.

The Tenant S.M. provided a copy of the Two-Month Notice for their rental unit. This was served on the same day, August 15, 2023. The Landlord provided the exact same details on page 2 for this separate rental unit.

In the hearing, the Landlord stated there 4 owners for the rental units. Two of these four owners want to move in to one of the rental units. A different owner wants to occupy the separate other rental unit. The co-owner for the separate other rental unit is not related to the Landlord.

The Tenant Z.A. pointed out that the Two-Month Notice should have been served to them on the 1st calendar day of the month. Also, this document was not signed by the Landlord. Tenant Z.A. did not know about other owners for the rental unit; names other than that belonging to the Landlord here did not appear on a title search. This Landlord was new for the Tenant Z.A. as of August 1, 2023.

The Tenant S.M. pointed out the same issues as Tenant Z.A. They pointed out that an end-of-tenancy date could not be provided as October 14, 2023, being a mid-month date when rent is payable on the 1st of each month.

In the hearing, the Landlord reiterated that there were no other parties coming to rent either rental unit. They had this plan in place since they purchased the rental units in mid-2023.

Analysis

The *Act* s. 55 states, in part:

- 55** (1) If a tenant makes an application for dispute resolution to dispute a landlord's notice to end a tenancy, the director must grant to the landlord an order of possession of the rental unit if:
- (a) the landlord's notice to end tenancy complies with section 52 [form and content of notice to end tenancy, and
 - (b) the director, during the dispute resolution proceeding, dismisses the tenant's application or upholds the landlord's notice.

The *Act* s. 52 states:

- 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) . . . state the grounds for ending the tenancy,
. . . and
 - (e) when given by a landlord, be in the approved form.

In this hearing, each Tenant provided a copy of their respective Two-Month Notice. Each copy does not have the Landlord's signature. I find this is required, to be precise on the ending of the tenancy, on all forms, and is specifically set out in s. 52. That is a strict requirement of s. 52.

Because the document does not meet the requirements of s. 52, the condition of s. 55(a) was not met here by the Landlord.

For these reasons, I order each Two-Month Notice to be cancelled. I find each Two-Month Notice, issued by the Landlord on August 15, 2023, does not comply with the requirement set out in s. 52(a).

As each Tenant was successful in this application, I grant each Tenant is entitled to recover the \$100 filing fee they paid for this application. I authorize each Tenant to withhold the amount of \$100 from one future rent payment.

Conclusion

For the reasons above, I order each One-Month Notice to be cancelled and each tenancy remains in full force and effect.

I make this decision on the authority delegated to me by the Director of the Residential Tenancy Branch under s. 9.1(1) of the *Act*.

Dated: December 1, 2023

Residential Tenancy Branch