



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNL, OLC, FF

Introduction

On August 19, 2016, the Tenant submitted an Application for Dispute Resolution requesting the following:

- to cancel a Notice to End Tenancy for Landlord Use of Property.
- for the Landlord to comply with the Act, regulations or tenancy agreement.
- to recover the filing fee for the Application.

The matter was set for a conference call hearing. The Tenant appeared at the hearing; however the Landlord did not. The Tenant testified that the Notice of Hearing was served on the Landlord using Registered Mail. The Tenant testified that she sent the Notice of hearing to the Landlord on August 19, 2016. I find that the Landlord was served with the Notice of Hearing pursuant to sections 89 and 90 of the Act.

The Tenant was provided the opportunity to present her evidence, orally and in written and documentary form, and make submissions to me.

I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issues to be Decided

- Is there cause to end the tenancy based on a Notice To End Tenancy For Landlord's Use Of Property?
- Is the Tenant entitled to recover the cost of the filing fee?

Background and Evidence

The Tenant testified that the tenancy started in September 2012, and is a month to month tenancy. The Tenant testified that she paid the Landlord rent in the amount of \$2,800.00 per month.

The Tenant testified that she moved out of the rental unit on September 30, 2016.

The Tenant testified that she received a letter dated August 15, 2016, from the Landlord telling her that the rental property was sold and that she needs to vacate the property by September 30, 2016.

Analysis

Based on the above, the testimony and evidence, and on a balance of probabilities, I find as follows:

Section 49 of the Act states that a Landlord may end a tenancy if the Landlord enters into an agreement in good faith to sell the rental unit and all the conditions of sale have been satisfied. A Notice to end tenancy under section 49 of the Act must comply with section 52 of the Act regarding the form and content of the Notice.

Section 52 of the Act states that in order to be effective, a notice to end 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.*

I find that the letter dated August 15, 2016, that the Landlord gave to the Tenant is not in the approved form and is not an effective notice to end tenancy. The Landlord's letter does not contain any information on the Tenants right to dispute the end of tenancy and does not contain information regarding the Tenants right to compensation when a Landlord ends a tenancy under section 49 of the Act.

Section 72 of the Act gives me authority to order the repayment of a fee for an application for dispute resolution. The Tenant was successful with her application. I order the Landlord to repay the \$100.00 fee that the Tenant paid to make application for dispute resolution. I grant the Tenant a monetary order in the amount of \$100.00.

This monetary order may be filed in the Provincial Court (Small Claims) and enforced as an order of that court. The Landlord is cautioned that costs of such enforcement are recoverable from the Landlord.

While the Tenant testified that she has already moved out of the rental unit, I find that based on the Landlord's letter dated August 15, 2016, the Tenant was under no legal obligation to do so.

I order that in the future, the Landlord must comply with the relevant provisions in the Act for ending a tenancy.

Conclusion

The Tenant's application to cancel a notice to end tenancy is successful. The Landlord's letter dated August 15, 2016, is not an effective Notice and is set aside.

The Tenant is granted a monetary order to recover the cost of the application in the amount of \$100.00.

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: October 14, 2016

Residential Tenancy Branch

