



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute codes CNL

Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* (the "Act") for:

- cancellation of a 2 Month Notice to End Tenancy For Landlord's Use of Rental Property, pursuant to section 49;

The hearing was conducted by conference call. . All named parties attended the hearing and were given an opportunity to provide testimony, to present evidence and to make submissions.

Issues

Should the landlord's 2 Month Notice be cancelled? If not, is the landlord entitled to an order of possession?

Background & Evidence

The rental unit is one bedroom in a four bedroom basement of a residential house. The tenancy began on February 1, 2016 and the monthly rent is \$450.00 payable on the 1st day of each month. The tenant paid a security deposit of \$225.00 at the start of the tenancy.

The landlord served the tenant with the 2 Month Notice on March 8, 2017. The landlord failed to check off a ground for ending the tenancy on the Notice.

Analysis

Section 49 of the Act contains provisions by which a landlord may end a tenancy for landlord's use of property by giving notice to end tenancy. Pursuant to section 49(8) of the Act, a tenant may dispute a 2 Month Notice by making an application for dispute resolution within fifteen days after the date the tenant received the notice. If the tenant

makes such an application, the onus shifts to the landlord to justify, on a balance of probabilities, the reasons set out in the 2 Month Notice.

Section 52 of the Act requires that in order to be effective, a notice to end tenancy must state the grounds for ending the tenancy.

Page 2 of the 2 Month Notice to End Tenancy requires a landlord to put an "x" in all boxes that apply as the grounds for issuing the Notice. The landlord failed to check off any of the boxes.

Accordingly, the 2 Month Notice to End Tenancy dated March 8, 2017, is hereby cancelled and of no force or effect.

Conclusion

I allow the tenant's application to cancel the landlord's 2 Month Notice, dated March 8, 2017, which is hereby cancelled and of no force or effect. This tenancy continues until it is ended in accordance with the *Act*.

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: April 21, 2017

Residential Tenancy Branch