



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNL, FF

Introduction

This matter dealt with an application by the Tenants to cancel a 2 Month Notice to End Tenancy for Landlord's Use of the Property and to recover the filing fee for the application.

The Tenant said she served the Landlord with the Application and Notice of Hearing (the "hearing package") by registered mail on August 11, 2017. Based on the evidence of the Tenants, I find that the Landlord was served with the Tenants' hearing package as required by s. 89 of the Act and the hearing proceeded with all parties in attendance.

Issues(s) to be Decided

1. Are the Tenants entitled to an Order to cancel the Notice to End Tenancy?

Background and Evidence

This tenancy started on July 1, 2013 as a month to month tenancy. Rent is \$1,600.00 per month payable on the 1st day of each month. The Tenants paid a security deposit of \$850.00 and a pet deposit of \$850.00 at the start of the tenancy. The parties said there was no move in condition inspection report completed at the start of the tenancy.

At the start of the hearing it was discussed that the Landlord's 2 Month Notice to End Tenancy for Landlord's Use of the Property dated July 21, 2017 does not have a reason or cause indicated for why the Landlord is requesting to end the tenancy. Section 52 (d) of the Act says any Notice to End Tenancy **must state the grounds for ending a tenancy**. Any 2 Month Notice to End Tenancy for Landlord's Use of the Property must have the reasons for ending a tenancy indicated on page two of the Notice.

To start the Landlord said the form did not have a box to check off the reason why he wanted to end the tenancy. The Landlord's written evidence said he wants to sell the property and the unit was not in a condition to show to potential purchasers. The

Landlord continued to say that his copy of the 2 Month Notice to End Tenancy for Landlord's Use of the Property has the first box checked off as the reason for ending the tenancy. That reason indicates the Landlord or a close family member was moving into the rental unit. The Landlord said if that is what it takes then he will be moving into the rental unit. The Landlord continued to say that the Tenants could have copied a blank page 2 of the 2 Month Notice to End Tenancy and submitted that with their application. The Landlord said his copy of the Notice shows a reason to end the tenancy on page two of the form. The Landlord continued to say he did not submit his copy of the 2 Month Notice to End Tenancy for Landlord's Use of the Property dated July 21, 2017. The Landlord said he would like to sell the rental unit but the Tenants are operating a business in the rental unit which makes it impossible to show the unit to potential purchasers. The Landlord said he wants to end the tenancy and he asked the Arbitrator what he can do.

The Arbitrator said this hearing is to deal with the 2 Month Notice to End Tenancy for Landlord's Use of the Property dated July 21, 2017. The Landlord can consult with a Lawyer, an Information Officer with the Residential Tenancy Branch or go to the Residential Tenancy Branch web site for information about tenancies and how to end a tenancy.

The Tenants said they are requesting the 2 Month Notice to End Tenancy for Landlord's Use of the Property to be cancelled because there was no reason given on the Notice. The Male Tenant said the Landlord's statement that a box on page two was checked off with a reason to end the tenancy on the Notice is false. As well the Male Tenants said they did not submit a fraudulent page two of the Notice. The Notice to End Tenancy they received had no reasons check off on page 2. The Tenants gave affirmed testimony that they submitted a copy of the 2 Month Notice to End Tenancy for Landlord's Use of the Property as they received it.

The Landlord said in closing that he did check off a reason on page two of the Notice to End Tenancy and the Tenants are running a business in the rental unit that may void his insurance. The Landlord said he wants to end the tenancy and he disagrees that his 2 Month Notice to End Tenancy for Landlord's Use of the Property dated July 21, 2017 is invalid because he did not check off a reason for ending the tenancy on page two of the Notice.

The Tenants requested the Notice to End Tenancy dated July 21, 2017 to be cancelled because no reasons or grounds were stated on the Notice to End Tenancy.

Analysis

There was only copy of the 2 Month Notice to End Tenancy for Landlord's Use of the Property dated July 21, 2017 submitted as evidence. The Notice was submitted by the Tenants and page two of the Notice does not indicate a reason or grounds to end the tenancy. The Landlord had ample time to submit his copy of the 2 Month Notice to End Tenancy for Landlord's Use of the Property that he says has a reason indicated on page two. Consequently as the Tenants have submitted corroborative evidence that no reason was indicated on the 2 Month Notice to End Tenancy for Landlord's Use of the Property and they have indicated no reason was stated on the Notice in their application; I accept the Tenants' evidence and testimony. I find the 2 Month Notice to End Tenancy for Landlord's Use of the Property does not state the reason or grounds for ending the tenancy. Section 52 (d) of the Act states a Notice to End Tenancy must state the grounds for ending the tenancy in order to make the Notice to End Tenancy valid. The Landlord's 2 Month Notice to End Tenancy for Landlord's Use of the Property does not have a reason on the Notice therefore the Notice to End Tenancy is **not valid**. I find for the Tenants and the 2 Month Notice to End Tenancy for Landlord's Use of the Property dated July 21, 2017 is cancelled and the tenancy is ordered to continue as agreed in the tenancy agreement.

As the Tenants have been successful I order the Tenants to reduce one rent payment by the amount of \$100.00 in order to recover the filing fee of \$100.00.

Conclusion

I order the 2 Month Notice to End Tenancy for Landlord's Use of the Property dated July 21, 2017 is cancelled and the tenancy is ordered to continue as set out in the tenancy agreement.

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: November 1, 2017.

Residential Tenancy Branch