



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute codes CNL OLC

### Introduction

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

- cancellation of a Four Month Notice to End Tenancy For Demolition, Renovation, Repair or Conversion of Rental Unit, pursuant to section 49 (the Four Month Notice);
- an order requiring the landlord to comply with the Act, regulation or tenancy agreement pursuant to section 62.

The hearing was conducted by conference call. All named parties attended the hearing.

### Issues

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

Should the landlord be ordered to comply with the Act?

### Background & Evidence

This tenancy began on April 1, 2015.

The landlord served the tenant with a hand written notice to end tenancy dated January 1, 2019 stating that he needed to renovate the rental unit to get it ready for sale.

The tenant is disputing the notice on the grounds that it was not in the proper form.

### Analysis

Section 49 of the Act contains provisions by which a landlord may end a tenancy for landlord's use of property by giving a notice to end tenancy. Section 49(7) requires that a notice must comply with section 52 [form and content of notice to end tenancy].

Section 52 of the Act states as follows: **(emphasis for ease)**

**Form and content of notice to end tenancy**

**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) 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 landlord did not give the tenant a Notice to End Tenancy in the approved form as per the requirements of Section 52 of the Act.

Accordingly, the hand written notice to end tenancy dated January 1, 2019, is hereby cancelled and of no force or effect.

Conclusion

I allow the tenant's application to cancel the landlord's hand written notice, dated January 1, 2019, 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: March 01, 2019

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Residential Tenancy Branch