



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      OPL, FFL

### Introduction

The landlord filed an Application for Dispute Resolution (the “Application”) on December 1, 2020 seeking an order of possession as well as reimbursement of the Application filing fee. The matter proceeded by way of a hearing pursuant to section 74(2) of the *Residential Tenancy Act* (the “Act”) on February 23, 2021. In the conference call hearing I explained the process and offered the attending party the opportunity to ask questions.

The landlord attended the hearing; the tenant did not attend. The landlord confirmed they delivered notice of this hearing in person to the tenant. Based on this direct account of the landlord, I find they served the tenant with this information in line with section 89(2)(a).

### Issue(s) to be Decided

Is the landlord entitled to an Order of Possession in line with the Two-Month Notice pursuant to s. 55 of the *Act*?

### Background and Evidence

I have reviewed all documents before me. This consists of the Two-Month Notice issued by the landlord to the tenant. As well, I consider the landlord’s oral testimony in the hearing.

The landlord provided the basic terms of the tenancy agreement that is in place between the parties. The tenancy started on January 1, 2017, with the tenant paying a monthly rent of \$700. Although the Application completed by the landlord on December 1, 2020 provides that the tenant paid a \$350 security deposit, the landlord in the hearing was not sure of this.

The landlord stated that they thought the tenant vacated the rental unit. The day prior to the hearing, the landlord drove past the rental unit and did not observe the tenant's vehicle parked at the unit. They did not receive the rent payment for February 2021.

The reason for the landlord issuing the Two-Month Notice and serving to the tenant was that they sold the property. The tenant did not move after the service of the Two-Month Notice to them on September 5, 2020.

### Analysis

The *Act* section 49 is the provision that deals with the landlord's use of the property. Here, the landlord ostensibly issued the notice for their own family member's use of the unit, in line with a sale of the unit.

Regarding the validity of a notice to end tenancy, section 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, the evidence submitted by the landlord includes the Two-Month Notice. There is no signature or date on the document. Additionally, the landlord name provided on the document is not that of the landlord's listed in this hearing Application, or the agent who attended the hearing.

The *Act* requires that notices to end tenancy issued by the landlord be in the approved form. I find the landlord did not provide a signed and dated Two-Month Notice to the tenant. I find the document does not comply with section 52 in the approved form. I therefore cancel this Two Month Notice.

Because they were not successful in this Application, I make no award for the Application filing fee.

Conclusion

For the reason above, I order that the Two Month Notice issued on September 5, 2020 is cancelled. There is no order of possession issued to the landlord for this reason.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Act*.

Dated: February 24, 2021

---

Residential Tenancy Branch