



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      CNL FFT

This hearing dealt with the tenants' Application for Dispute Resolution (application) seeking remedy under the *Residential Tenancy Act* (Act) to cancel a 2 Month Notice to End Tenancy for Landlord's Use of Property dated July 13, 2022 (2 Month Notice) and to recover the cost of the \$100 filing fee.

The tenants, the landlord, and a translator for the landlord, EP (translator) attended the teleconference hearing. The parties were affirmed. The landlord and tenants were provided the opportunity to present their evidence orally and in documentary form prior to the hearing. The parties were both given an opportunity to ask questions during the hearing. I have only considered the evidence that was served in accordance with the Residential Tenancy Branch (RTB) Rules of Procedure (Rules) and relevant to the matters before me. Words utilizing the singular shall also include the plural and vice versa where the context requires.

The translator confirmed that the landlord had been served with the Notice of Hearing and documentary evidence and that the landlord had the opportunity to review that evidence prior to the hearing. The translator also confirmed that the landlord did not serve any documentary evidence in response to the tenants' application. I find the landlord was sufficiently served in accordance with the Act as a result.

### Preliminary and Procedural Matter

The parties confirmed their respective email addresses at the outset of the hearing and stated that they understood that the decision would be emailed to them.

### Issues to be Decided

- Should the 2 Month Notice be cancelled?
- If yes, are the tenants entitled to recover the cost of the filing fee?

### Background and Evidence

A copy of the 2 Month Notice was submitted in evidence. The 2 Month Notice is dated July 13, 2022 and has an effective vacancy date listed as September 30, 2022. The tenant disputed the 2 Month Notice on July 27, 2022.

The 2 Month Notice is an old version of the 2 Month Notice. The current version of the 2 Month Notice is dated 2021/03/22. The translator was asked where the landlord found the 2 Month Notice served on the tenant, to which the translator stated the landlord found the 2 Month Notice on the RTB website, and downloaded it, filled it out and served it on the tenant.

The parties were advised during the hearing that the 2 Month Notice could not be found on the RTB website, as the 2 Month Notice was an outdated form and that the current version of the 2 Month Notice dated March 22, 2021 has been the only 2 Month Notice available for download from the RTB website.

### Analysis

Based on the documentary evidence and the testimony of the parties provided during the hearing, and on the balance of probabilities, I find the following.

Firstly, the Act provides the tenant 15 days to dispute a 2 Month Notice for Landlord's Use of Property. The 2 Month Notice is dated July 13, 2022 and the tenant filed their application on July 27, 2022. I find the tenant filed this application within the required timeline under the Act.

Once the tenant files on time to dispute a 2 Month Notice, the onus of proof reverts to the landlord to support that the 2 Month Notice is valid.

**2 Month Notice issued by landlord** – Section 52 of the Act applies in this case and states:

#### **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,
- (d.1) for a notice under section 45.1 *[tenant's notice: family violence or long-term care]*, be accompanied by a statement made in accordance with section 45.2 *[confirmation of eligibility]*, and
- (e) **when given by a landlord, be in the approved form.**  
[emphasis added]

In the matter before me, I find the 2 Month Notice was not in the approved form and that a historical and outdated form was served on the tenant by the landlord and is not the current version of the 2 Month Notice. Due to the 2 Month Notice not being in the approved form as it is outdated, I find the landlord has failed to provide sufficient evidence to support the 2 Month Notice is in the approved form. Therefore, **I cancel** the 2 Month Notice dated July 13, 2022. The 2 Month Notice is of **no force or effect**.

**I ORDER** the tenancy to continue until ended in accordance with the Act.

As the tenants' application had merit, I find that the tenants are entitled to monetary compensation pursuant to section 67 of the Act, in the amount of **\$100** to recover the cost of \$100 filing fee. Given the above, I make the following order pursuant to sections 62(3) and 67 of the Act:

**I ORDER a one-time rent reduction in the amount of \$100 for the tenants** from a future month of rent in full satisfaction of the tenants' recovery of the cost of the filing fee.

I caution the landlord not to issue outdated notices for the remainder of the tenancy.

### Conclusion

The 2 Month Notice dated July 13, 2022 is cancelled and is of no force or effect.

The tenancy shall continue until ended in accordance with the Act.

The tenants are granted a one-time rent reduction of \$100 from a future month of rent, in full recovery of the cost of the filing fee.

This decision will be emailed to both parties as indicated above.

I caution the landlord not to issue outdated notices to the tenant for the remainder of the tenancy.

This decision is final and binding on the parties, unless otherwise provided under the Act, and 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: December 16, 2022

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Residential Tenancy Branch