



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNL, OLC

Introduction

This hearing dealt with the Tenant's application under the *Residential Tenancy Act* (the "Act") for:

- cancellation of a Two Month Notice to End Tenancy for Landlord's Use or Property pursuant to section 49; and
- an order that the Landlord comply with the Act, the regulations, or tenancy agreement pursuant to section 62.

The Landlord and the Tenant attended this hearing and gave affirmed testimony.

All attendees were advised that the Residential Tenancy Branch Rules of Procedure prohibit unauthorized recordings of dispute resolution hearings.

Preliminary Matter – No Valid Notice to End Tenancy

The parties agreed that their tenancy commenced on March 1, 2019 and is month-to-month. Rent is \$950.00 due on the first day of each month. The Tenant paid a security deposit of \$450.00.

Based on the parties' testimonies, I find it is not disputed that the Landlord had sent an email to the Tenant on May 1, 2022, asking the Tenant to vacate the rental unit. I find the Tenant had made this application to dispute the vacate request given in the Landlord's email.

The Tenant also applied to have the Landlord comply with the Act, the regulations, and the tenancy agreement under section 62 of the Act. I find the Tenant included this claim on the assumption that he had to vacate the rental unit due to the Landlord's email.

Section 52 of the Act 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)

I conclude that the issues raised on this application are moot because I find the Landlord did not in fact issue a two month notice to end tenancy for landlord's use of property in the approved Residential Tenancy Branch form (#RTB-32).

Conclusion

The Tenant's application is dismissed without leave to re-apply.

This tenancy shall continue until ended in accordance with the Act, the regulations, and the parties' 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: January 20, 2023

Residential Tenancy Branch