



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Ministry of Housing

## **DECISION**

Dispute Codes      CNL

### Introduction

This hearing occurred by conference call based on an Application for Dispute Resolution filed by the Tenant March 13, 2023 (the “Application”). The Tenant applied:

- To dispute a Two Month Notice to End Tenancy for Landlord's Use of Property (the “Notice”)

The Tenant’s Advocate appeared at the hearing. The Tenant appeared at the hearing part way through. The Landlord and their Representative appeared at the hearing. I explained the hearing process to the parties. I told the parties they are not allowed to record the hearing pursuant to the Rules of Procedure (the “Rules”). The parties provided affirmed testimony.

Both parties provided evidence for the hearing. I confirmed service of the hearing package and evidence and no relevant issues arose.

The parties were given an opportunity to present relevant evidence and make relevant submissions. I have considered all evidence provided. I will only refer to the evidence I find relevant in this decision.

### Issues to be Decided

1. Should the Notice be cancelled?
2. If the Notice is not cancelled, should the Landlord be issued an Order of Possession?

### Background and Evidence

There was no issue between the parties that there is a tenancy agreement between the Landlord and Tenant.

The Notice was provided. The Notice is not signed by the Landlord and includes the wrong address under, "I, the Landlord, give you Two Month's Notice to move out of the rental unit located at..."

The Representative for the Landlord said the Notice was given to the Tenant in person February 23, 2023. The Landlord provided a Proof of Service confirming service. The Tenant's Advocate said the Notice was not served on the Tenant in February.

The Landlord's Representative acknowledged the copy of the Notice given to the Tenant may not have been signed. The Representative also acknowledged the Notice had the wrong address as outlined above.

The Tenant's Advocate did not agree to the Notice being amended.

### Analysis

The Notice was issued under section 49 of the *Act*. The Notice had to comply with section 52 of the *Act*. The Notice had to be signed by the Landlord and include the rental unit address under the section starting "I, the Landlord, give you Two Month's Notice to move out of the rental unit located at..." to comply with section 52 of the *Act*. Given the Notice was not signed and did not include the rental unit address under the applicable section, the Notice does not comply with section 52 or 49 of the *Act* and is not a valid notice to end tenancy. The Notice is cancelled. The tenancy will continue until otherwise ended in accordance with the *Act*.

During the hearing, we discussed service of documents on the Tenant moving forward. The Landlord's Representative agreed to serve documents on both the Tenant and Tenant's Advocate. The Tenant's Advocate agreed they could be served by email at the address noted on the front page of this Decision. **Moving forward, the Landlord must serve all documents on both the Tenant and Tenant's Advocate** because the Tenant needs help with these matters and service on the Advocate will keep them up to date on what is happening with the tenancy.

Conclusion

The Notice is cancelled. The tenancy will continue until otherwise 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 *Act*.

Dated: April 17, 2023

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Residential Tenancy Branch