



Dispute Resolution Services

Residential Tenancy Branch
Ministry of Housing

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DECISION

Dispute Codes CNL OLC FFT

Introduction

The Tenant seeks an order cancelling a Two Month Notice to End Tenancy for Landlord's Use of Property (the "Notice") pursuant to section 49(8) of the *Residential Tenancy Act* (the "Act").

The Tenant seeks an order that the Landlord comply with the Act, the regulations, or the tenancy agreement pursuant to section 62 of the Act.

Tenant seeks to recover the cost of the application fee pursuant to section 72 of the Act.

Preliminary Issue: Form and Content of Notice

The Landlord testified under oath that he served the first two pages of the Notice on the Tenant on November 24, 2022. Service was in-person. The Tenant testified under oath that he only received the first two pages of what is a four-page notice to end tenancy.

A landlord may end a tenancy in order to occupy, or have their close family member occupy, a rental unit in which a tenant lives. The landlord ends the tenancy under section 49(3) of the Act by giving the tenant a Two Month Notice to End Tenancy for Landlord's Use of Property (#RTB-32) under section 49(7) of the Act.

Section 49(7) of the Act states that any notice given under this section "must comply with section 52 [*form and content of notice to end tenancy*]" of the Act (my emphasis added). Section 52 is critical, because it sets out the strict requirements for all notices to end a tenancy. Specifically, section 52(e) of the Act requires that a notice to end a tenancy "when given by a landlord, be in the approved form."

The approved form in this dispute is an #RTB-32. The form is a four-page document. While I appreciate the Landlord's comments about pages 3 and 4 not containing any spots for signatures to be added, important information is contained on those pages.

What is more, at the bottom of page four in bold type is the statement “This is page 4 of a 4-page Notice. The landlord must sign page one of this Notice and must give the tenant every page.” (my emphasis added).

In the absence of all four pages of a notice to end a tenancy being given to a tenant, it cannot be found that the notice complies with section 52(e) of the Act. Therefore, I must conclude that the Notice is invalid and must be cancelled, effective immediately. I make no findings as to the merits of the Landlord’s reason for issuing the Notice, however.

Given that the Notice is cancelled, I need not address the Tenant’s second claim for an order of compliance. The Tenant is, however, entitled to recover the cost of the application fee. Pursuant to section 72(2) of the Act the Tenant may make a one-time deduction of \$100 from their next rent payment in order to recover the cost of the fee.

Conclusion

The application is granted.

This decision is made on delegated authority under section 9.1(1) of the Act.

Dated: April 15, 2023

Residential Tenancy Branch