

2 MONTH NOTICE TO END TENANCY FOR LANDLORD'S USE OF PROPERTY

Residential Tenancy Act, s. 49

2 MONTH NOTICE TO END TENANCY BECAUSE THE TENANT DOES NOT QUALIFY FOR SUBSIDIZED RENTAL UNIT

Residential Tenancy Act, s. 49.1

Form #RTB – 4/06

TENANT: YOU MAY BE EVICTED IF YOU DO NOT RESPOND TO THIS NOTICE.

To the TENANT(S) (full names are required)				
Last name		First and middle names		
Last name		First and middle names		
Service Address (address where documents will be given personally, left for, faxed, or mailed to the tenant for service)				
Unit #	Street # and street name	City	Province	Postal Code
Daytime phone number	Other phone number		Fax number for service of documents	

From the LANDLORD (if the landlord is a business name, enter the full legal business name in the "last name" box)				
Last name		First and middle names		
Service Address (address where documents can be given personally, left for, faxed, or mailed to the landlord for service)				
Unit #	Street # and street name	City	Province	Postal Code
Daytime phone number	Other phone number		Fax number for service of documents	

NOTICE TO END TENANCY

I, the landlord, am hereby giving you two months notice to move out of the rental unit located at:

Unit #	Street # and street name	City	Province	Postal Code
by (date when tenant must move out of the rental unit)				
Day	Month	Year	Landlord's or Agent's signature:	
			Print name:	
			Date:	

This is page 1 of a 2-page Notice. The landlord must sign this Notice and the tenant must receive page 1 and page 2.

Office of Housing and Construction Standards

Residential Tenancy Branch

Lower Mainland: 604-660-1020 Victoria: 387-1602 Elsewhere in BC: 1-800-665-8779

Website: www.rto.gov.bc.ca

#RTB – 4/06(2006/09/27)



REASONS FOR THIS 2 MONTH NOTICE TO END THE TENANCY (put an "x" in all the boxes that apply)

<input type="checkbox"/>	The rental unit will be occupied by the landlord's spouse or a close family member (father, mother, or child) of the landlord or the landlord's spouse
<input type="checkbox"/>	A family corporation owns the rental unit and it will be occupied by an individual who owns, or whose close family members own, all the voting shares
<input type="checkbox"/>	All of the conditions for sale of the rental unit have been satisfied and the purchaser has asked the landlord, in writing, to give this Notice because the purchaser or a close family member intends in good faith to occupy the rental unit
<input type="checkbox"/>	The landlord has all necessary permits and approvals required by law to demolish the rental unit or repair the rental unit in a manner that requires the rental unit to be vacant
<input type="checkbox"/>	The landlord intends to convert the residential property to strata lots or a not-for-profit housing cooperative
<input type="checkbox"/>	The landlord intends to convert the rental unit for use by a caretaker, manager or superintendent of the residential property
<input type="checkbox"/>	The landlord has all necessary permits and approvals required by law to convert the rental unit to a non-residential use
<input type="checkbox"/>	The tenant no longer qualifies for the subsidized rental unit

COMPENSATION FOR TENANTS

- On or before the effective date of this Notice, the landlord must pay the tenant an amount equal to one month's rent payable under the tenancy agreement.
- If this Notice is ending a periodic tenancy, the tenant may withhold the last month's rent instead of being paid compensation.
- Compensation is not owed to tenants who receive this Notice because they do not qualify for the subsidized rental unit.
- If a tenant has already paid the last month's rent, the landlord must refund the rent as the compensation.
- If the landlord does not take steps toward the purpose for which this Notice was given or if the unit is not used for the stated purpose for at least 6 months beginning within a reasonable period after the effective date of this Notice, the landlord or purchaser must pay the tenant an additional amount equal to double the monthly rent paid under the tenancy agreement.
- If this is a periodic tenancy, a tenant who receives this Notice can give 10-days notice and move out early. The landlord must still pay the tenant one-month's rent as compensation.

WHEN THE TENANT WILL BE ASSUMED TO HAVE RECEIVED THIS NOTICE

- The date when the landlord gives this Notice to the tenant in person, or
- The date when the landlord leaves this Notice with an adult (19 years or older) who apparently lives with the tenant, or
- 3 days after the landlord leaves this Notice in the mailbox or mail slot for the address where the tenant lives, or
- 3 days after the landlord faxes this Notice to a fax number provided by the tenant, or
- 3 days after the landlord attaches a copy of this Notice to the door or other noticeable place at the address where the tenant lives, or
- 5 days after the landlord mails this Notice (by registered or regular mail) to the tenant at the address where the tenant lives.

INFORMATION FOR TENANTS WHO RECEIVE THIS NOTICE TO END TENANCY

- You have the right to dispute this Notice within 15 days after it is assumed to be received by filing an Application for Dispute Resolution at the Residential Tenancy Branch. A Dispute Resolution Officer may extend your time to file an Application, but only if he or she accepts your proof that you had a serious and compelling reason for not filing the Application on time.
- If you do not file an Application for Dispute Resolution within 15 days, you are presumed to accept that the tenancy is ending and must move out of the rental unit by the date set out on page 1 of this Notice (You can move out sooner). If you do not file the Application or move out, your landlord can apply for an Order of Possession that is enforceable through the court.

INFORMATION FOR LANDLORDS WHO WANT TO END A TENANCY

- Take steps to confirm that the tenant actually receives this Notice when it is assumed to be received. A Dispute Resolution Officer may set this Notice aside if the tenant can prove that he/she did not receive this Notice due to circumstances beyond his/her control.
- If the tenant fails to move out of the rental unit, or if you believe the tenant does not intend to move out and the tenant's deadline to dispute this Notice has expired, you can apply to the Residential Tenancy Branch for an Order of Possession.
- If the tenant applies to dispute this Notice, you can attend the tenant's hearing and verbally ask for an Order of Possession.

INFORMATION FOR BOTH LANDLORDS AND TENANTS

- Keep copies of all Notices to End Tenancy and record each date and how the Notice was given or received.
- An error in this Notice or an incorrect move-out date on this Notice does not make it invalid. A Dispute Resolution Officer can order that the tenancy ends on a date other than the date specified in this Notice.
- It is against the law for a landlord to (1) physically evict a tenant without a Writ of Possession, or (2) change the locks without a Dispute Resolution Officer's order to do so, or (3) seize a tenant's personal property without a court order.
- More information is available online: www.rto.gov.bc.ca
Or by telephoning: Lower Mainland 604-660-1020 Victoria 387-1602 Elsewhere in B.C. 1-800-665-8779

This is page 2 of a 2-page Notice. The landlord must sign this Notice and the tenant must receive page 1 and page 2.