



Two Month Notice to End Tenancy for Landlord's Use of Property

Residential Tenancy Act, s. 49

Two Month Notice to End Tenancy Because the Tenant Does Not Qualify for Subsidized Rental Unit

Residential Tenancy Act, s. 49.1

#RTB – 32

Tenant: This is a legal notice that could lead to you being evicted from your home

HOW TO DISPUTE THIS NOTICE

You have the right to dispute this Notice within 15 days of receiving it, by filing an Application for Dispute resolution with the Residential Tenancy Branch online, in person at any Service BC Office or by going to the Residential Tenancy Branch Office at #400 - 5021 Kingsway in Burnaby. If you do not apply within the required timeframe, you are presumed to accept that the tenancy is ending and must move out of the rental unit by the effective date of this Notice.

See pages 2 and 3 of this notice for important information.

To the tenant (full names are required)

Use Schedule of Parties (RTB-26) to list additional tenants.

first and middle name(s)

last name

first and middle name(s)

last name

Tenant Address (address where documents will be given personally, left for, faxed, or mailed to the tenant for service)

unit/site #

street number and street name

city

province

postal code

daytime phone

other phone

fax number for document service

From the landlord (full names are required)

Use Schedule of Parties (RTB-26) to list additional landlords.

first and middle name(s)

last name or full legal business name

Landlord Address (address where documents can be given personally, left for, faxed, or mailed to the landlord for service)

unit/site #

street number and street name

city

province

postal code

daytime phone

other phone

fax number for document service

I, the landlord, give you two months' notice to move out of the rental unit located at:

B.C.

unit number

street number and street name

city

province

postal code

You must move out of the rental unit by:

day

month

year

Landlord or Agent
Signature: _____

Landlord or Agent
Name (print or type): _____

Date
signed: _____

day

month

year

Reason for this Two Month Notice to End Tenancy (check the box that applies)

- The rental unit will be occupied by the landlord or the landlord's close family member (parent, spouse or child; or the parent or child of that individual's spouse).
- The landlord is a family corporation and a person owning voting shares in the corporation, or a close family member of that person, intends in good faith to occupy the rental unit.
- All of the conditions for the 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.
- The tenant no longer qualifies for the subsidized rental unit.

Purchaser information (complete only if issuing this Notice because the purchaser asked for notice to be given)

first and middle name(s)

last name or full legal business name

Purchaser Address

unit/site #

street number and street name

city

province

postal code

Complete details below at time of service (not required on landlord's copy; failure to complete does not invalidate notice).

Notice served: In person On the door or in mail box or mail slot By mail By fax on:
 Other (e.g. director's order for substituted service): _____ day month year

Landlord should also complete *Proof of Service Notice to End Tenancy (form RTB-34)* as evidence of service.

IMPORTANT INFORMATION ABOUT THIS NOTICE

REQUIREMENTS FOR THIS NOTICE

A landlord may end a tenancy with two months' notice if the landlord or purchaser or close family member intends to occupy the rental unit, or if the tenant no longer qualifies for a subsidized rental unit.

There are requirements for ending a tenancy with this Notice:

1. LANDLORD MUST ACT IN GOOD FAITH

Your landlord, or the purchaser, has to intend in good faith to accomplish the purpose for ending your tenancy. A claim of good faith requires honesty of intention with no ulterior motive.

2. EFFECTIVE DATE OF NOTICE

The effective date of this Notice is the date you must move out by. Your landlord must provide you with a least two months' notice and the effective date must be the last day of the rental period. For example, if you pay rent on the first day of each month, the effective date must be the last day of a month. For a fixed term tenancy agreement, the effective date cannot be earlier than the date the term ends.

3. LANDLORD MUST COMPENSATE YOU

If this Notice was served under the reasons for landlord's use of property, on or before the effective date of this Notice, your landlord has to compensate you an amount equal to one month's rent payable under your tenancy agreement. You may withhold your last month's rent instead of being paid compensation. If you have already paid your last month's rent, your landlord has to refund you that amount.

If this Notice was served to you for no longer qualifying for the subsidized rental unit, the provision for compensation equivalent to one month's rent does not apply.

4. YOU MAY BE ABLE TO MOVE OUT EARLY

If your tenancy is periodic (e.g. month-to-month), you can end the tenancy sooner than the date set out in this Notice as long as you give the landlord at least **10 days'** written notice and pay the proportion of rent due to the effective date of that notice. Ending the tenancy early does not affect your right to the one month compensation above. Fixed term tenancies cannot be ended earlier than the end of the term.

This is page 2 of a 3-page Notice.

The landlord must sign page one of this Notice and must give the tenant every page.

5. YOU MAY BE ENTITLED TO ADDITIONAL COMPENSATION

After you move out, if your landlord does not take steps toward the purpose for which this Notice was given within a reasonable period after the effective date of this Notice, your landlord must compensate you an amount equal to 12 months' rent payable under your current tenancy agreement.

You must apply to the Residential Tenancy Branch to be awarded this compensation. Your landlord may be excused from paying this amount if there were extenuating circumstances that prevented your landlord from accomplishing the purpose for ending your tenancy or using the rental unit for that purpose for at least 6 months.

6. WHEN YOU ARE CONSIDERED TO HAVE RECEIVED THIS NOTICE

You are considered to have received this notice on the day it is given to you in person (or to an adult (19+) who appears to live with you)

If you were not personally served with this Notice, you are considered to have received the Notice, unless there is evidence to the contrary, on the following:

- 3 days after the landlord either leaves the Notice in the mailbox or in mail slot; posts it on the door or a noticeable place at the address where you live; or faxes it to a number you have provided as an address for service; or
- 5 days after the landlord sends the Notice by registered or regular mail to the address where you live.

Note: The date a person receives documents is what is used to calculate the time to respond; the deeming provisions do not give you extra time to respond

7. INFORMATION FOR LANDLORDS

Take steps to confirm that the tenant actually receives this Notice.

You can file an Application for Dispute Resolution for an Order of Possession if you believe the tenant does not intend to move out and the tenant's deadline to dispute this Notice has expired. The tenant has 15 calendar days from the date of receipt of this notice to file an Application for Dispute Resolution.

If the tenant disputes this Notice, a hearing will be held. You will have an opportunity to participate and prove that the tenancy should end for the reason you have indicated on this Notice.

An error in this Notice or an incorrect move-out date on this Notice does not make it invalid. An arbitrator can order that the tenancy ends on a date other than the date specified on this Notice.

If an arbitrator upholds this Notice, the arbitrator must grant an Order of Possession to you. If an arbitrator determines this Notice is not valid, the notice to end tenancy is cancelled and the tenancy continues.

Keep copies of all Notices to End Tenancy and record each date and how the Notice was given or received.

You **MUST NOT** physically evict a tenant without a Writ of Possession, change the locks without an arbitrator's order, or seize a tenant's personal property without a court order.

FOR MORE INFORMATION

RTB website: www.gov.bc.ca/landlordtenant

Public Information Lines 1-800-665-8779 (toll-free) Greater Vancouver 604-660-1020 Victoria 250-387-1602

This is page 3 of a 3-page Notice.

The landlord must sign page one of this Notice and must give the tenant every page.