



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

#RTB - 32

Tenant: You may be EVICTED if you do not respond to this Notice.

TO the TENANT(s) (full names are required)

If additional space is required to list all parties, use and attach *Schedule of Parties* (form RTB-26).

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 (if entry is a business name, use 'last name' field box to enter the full legal business name)

If additional space is required to list all parties, use and attach *Schedule of Parties* (form RTB-26).

first and middle name(s)

last 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

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

unit number

street number and street name

city

B.C. province

postal code

By: (date when tenant must move out of the rental unit or vacate the site)

day month year

Landlord or Agent Signature: _____

Landlord or Agent Name (print or type): _____

Date signed: _____

day month year

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 Other (e.g. director's order for substituted service): _____

on:
day month year

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

This is page 1 of a 2-page Notice.

The landlord must sign page 1 of this Notice and must give the tenant pages 1 & 2.

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

Residential Tenancy Branch

Office of Housing and Construction Standards

#RTB-32 (2016/08)

REASON FOR THIS 2 MONTH NOTICE TO END TENANCY (check all boxes that apply)

<input type="checkbox"/> 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).
<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 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.
<input type="checkbox"/> The landlord has all necessary permits and approvals required by law to demolish the rental unit, or renovate 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.

TENANT COMPENSATION FOR LANDLORD'S USE OF PROPERTY

- 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.
- 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.
- A tenant who receives this Notice can give 10 days' written notice and move out early. The landlord must still pay the tenant one month's rent as compensation.

FIXED-TERM TENANCY AGREEMENTS

- Neither party can end a fixed-term tenancy agreement early without the written agreement of the other party.
- A fixed term agreement that does not require the tenant to move out at the end of the term must be ended with proper notice or by mutual agreement.
- A notice to end tenancy is not required for fixed-term tenancies where a tenant must move out at the end of the term.

WHEN THE NOTICE IS CONSIDERED TO BE RECEIVED BY THE TENANT

- The Notice is received on the day it is given to the tenant in person, or to an adult (19 years or older) who appears to live with the tenant.
- If not personally served with this Notice, a tenant is 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 the tenant lives; or, faxes it to a number provided by the tenant; or,
 - 5 days after the landlord sends the Notice by registered or regular mail to the address where the tenant lives.

INFORMATION FOR TENANTS

- You have the right to dispute this Notice within 15 days after you receive it, by filing an Application for Dispute Resolution at the Residential Tenancy Branch. An arbitrator 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 upon giving the landlord ten days written notice). If you do not file the Application or move out, your landlord can apply for an Order of Possession.
- 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.**

INFORMATION FOR LANDLORDS

- Take steps to confirm that the tenant actually receives this Notice when it is assumed to be received. An arbitrator may set this Notice aside if the tenant can prove that they did not receive this Notice due to circumstances beyond their 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 file an Application for Dispute Resolution for an Order of Possession.
- If the tenant applies to dispute this Notice and an arbitrator dismisses the tenant's application or upholds this Notice, the arbitrator must grant an Order of Possession for the landlord.

INFORMATION FOR BOTH LANDLORDS AND TENANTS

- If the tenant disputes the Notice, a hearing will be held. Both parties will have an opportunity to participate.
- 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. An arbitrator 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 an arbitrator's order to do so, or (3) seize a tenant's personal property without a court order.

This is page 2 of a 2-page Notice.

The landlord must sign page one of this Notice and must give the tenant pages 1 & 2.