
Notice ID: **4ML1124-10465-2596 - 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 30 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 time limit, 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.

Important Information

- If any of the **bolded values with a** beside them are incorrect or not in compliance with the Residential Tenancy Act, the tenant may file an application with the Residential Tenancy Branch to dispute this notice.
- If the tenant is evicted from this unit and the landlord or purchaser does not accomplish the stated purpose of this Notice within a reasonable period, or use the rental unit for the stated purpose on the notice for at least 12 months, the tenant will be eligible for compensation equal to 12 months rent payable under your current tenancy agreement, which is \$24,000.00 in the case of this tenancy.
- If you are concerned that this notice has been altered or modified, you can contact the Residential Tenancy Branch with the Notice ID and they can verify it against the original generated version.

Tenant Information

Tenant name: **Bill Williams**

Address: T1 Street, T1 City, British Columbia, Canada, T1T 1T1

Phone: 333-333-3333

Rental address: **T1 Street, T1 City, British Columbia, Canada, T1T 1T1**

Monthly rent: **\$2,000.00, due on the the first day of the month**

Five or more rental units in building: **No**

Fixed-term tenancy agreement: **No**

Landlord Information

Landlord name: **John Doe**

Address: T2 Street, T2 City, British Columbia, Canada, T2T 2T2

Email: johndoe@gmail.com

Phone: 222-222-2222

Four Month Notice to End Tenancy Information

Reason for ending the tenancy: 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), and intends in good faith to occupy the rental unit for at least 12 months.



The tenant(s) must move out of the rental unit by **March 31, 2025**

Required tenant compensation: \$2,000.00, or the tenant may withhold the last month's rent instead of being paid compensation

Total people moving in: 2

The landlord or purchaser taking possession of the rental unit: **John Doe**

The landlord, purchaser, or their close family member who will occupy the rental unit: **The landlord**

Service to tenant(s) - Complete the details below at the time of service:

The landlord should check off the method of service they will use to serve this Notice, but not doing so does not invalidate the Notice.

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

In order for the Notice to be received, or deemed received, in time for the tenancy to end on the stated effective date, this Notice should be served to tenant(s) on the dates below, depending on the method of service chosen:

- November 25, 2024** if the notice was served by **ordinary or registered mail**
- November 27, 2024** if the notice was served by **placing in mail slot or mailbox**
- November 27, 2024** if the notice was served by **attaching to door or other conspicuous place**
- November 30, 2024** if the notice was served by **leaving a copy at the person's residence with an adult who apparently resides with the person**
- November 30, 2024** if the notice was served **in person**
- Other; select this option if you have an order for substituted service.

This Notice must be signed by the landlord, or an authorized representative. If the tenant receives this Notice on or before November 30, 2024, it is considered served and the tenancy will end on the stated effective date in this Notice. The deeming provisions do not give the tenant extra time to dispute. The deemed received date will be used if there is no evidence a notice was received earlier, such as a registered mail receipt which shows when the notice was signed for.

Landlord's Notice to End Tenancy

I, **John Doe** the landlord, give you the Tenant(s) **Four Months' Notice** to move out of the rental unit located at **T1 Street, T1 City, British Columbia, Canada, T1T 1T1**

The Tenant(s) must move out of the rental unit by **March 31, 2025**

I certify that John Doe will occupy the rental unit. I affirm that this notice to end tenancy is in compliance with the Residential Tenancy Act and that all information provided above is true and accurate to the best of my knowledge. I understand that providing false or misleading information to the Residential Tenancy Branch can result in a Compliance and Enforcement Unit investigation which can further result in administrative penalties or prosecution.

Signature of John Doe

Date signed

IMPORTANT TENANT INFORMATION

REQUIREMENTS FOR THIS NOTICE

A landlord may end a tenancy with four months' notice if the landlord or their close family member intends to occupy the rental unit. A landlord may not end a tenancy if the landlord or their close family member intends to occupy the rental unit, if the rental unit is located in a building that contains 5 or more rental units and is not strata-titled or is strata-titled with all rental units owned by the same owner.

LANDLORD MUST ACT IN GOOD FAITH

Your landlord 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. Good faith is a legal concept meaning a party is acting honestly when doing what they say they are going to do or are required to do under legislation or the tenancy agreement. It also means there is no intent to defraud, act dishonestly, or avoid obligations under the legislation or the tenancy agreement. If the good faith intent of the landlord is disputed by the tenant, the onus is on the landlord to establish that they truly intend to do what they say on the Notice and do not have another purpose or ulterior motive for ending the tenancy. If a tenant claims a landlord is not acting in good faith, the tenant may substantiate the claim with evidence. For example, an advertisement for the rental unit may be evidence of the landlord having an ulterior motive for ending the tenancy.

EFFECTIVE DATE OF NOTICE

The effective date of this Notice is the date you must move out by. Your landlord must provide you with at least four 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.

LANDLORD MUST COMPENSATE YOU

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 must refund you that amount.

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.

YOU MAY BE ENTITLED TO ADDITIONAL COMPENSATION

After you move out, if your landlord does not accomplish the stated 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 12 months.

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 through the mail slot; posts it on the door or a noticeable place at the address where you live; or emails/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

IMPORTANT LANDLORD INFORMATION

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 30 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 Written Notice of Possession, change the locks without an arbitrator's order, or seize a tenant's personal property without a Court Order.