



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards
Ministry of Housing and Social Development

Decision

Dispute Codes: CNL MNDC

Introduction

This hearing dealt with an application by the tenant to cancel a notice to end tenancy for landlord's use and for a monetary order for compensation for damage or loss under the Act, regulation or tenancy agreement.

In the hearing the landlord raised the issue of late evidence submitted by the tenant. As the landlord acknowledged receiving the evidence 5 days before the hearing, I found that the tenant had met the service requirements for the evidence and I admitted and considered that evidence.

Issue(s) to be Decided

Is the notice to end tenancy for landlord's use valid?

Is the tenant entitled to the monetary amounts claimed?

Background and Evidence

The tenancy began on June 1, 1998. The current monthly rent is \$670. On December 31, 2008 the landlord served the tenant with a 2 month notice to end tenancy for landlord's use, and cited the reason for the notice as follows: "The landlord has all the 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." The landlord's testimony was that the building is 50 years old and requires renovation. The landlord plans to eventually conduct renovations on all the units, but for now they have only given notice to this tenant and one other tenant. The landlord plans to replace the

kitchen, including replacing the cupboards, sink and tile; the bathroom, including removing and replacing the tile and drywall, toilet and bathroom; painting; and replacing the flooring in the entire unit. The whole process will take approximately one month, and it will not be possible for a tenant to reside in the unit while the work is done, as there will be no toilet or bathtub, no kitchen sink, and the floors must be left untouched for several days. The landlord received information from the Residential Tenancy Branch as well as their contractors that no permits were required for this work.

The submissions of the tenant regarding the notice to end tenancy were as follows. The landlord did not conduct any inspection of the rental unit in 2008 to determine if any repairs were required, and the tenant therefore questioned the landlord's intention to carry out renovations. The tenant had made repair requests to the landlord in 2006, but the landlord did not follow up. On January 10, 2009 the tenant attended City Hall and received information that no permits for repairs had been filed. The tenant believes the landlord has singled her out because she has been a tenant in the unit for a long time and the landlord merely wishes to increase the rent.

In regard to her monetary claim, the tenant's submissions were as follows. In the summer of 2006, the tenant made several verbal requests for replacement of damaged blinds. The tenant received no response, so on October 7, 2006 the tenant purchased replacement blinds. The tenant then sought reimbursement from the landlord but received no response. The tenant claims \$76.50 for the cost of the blinds.

The tenant also claims \$285.50, equivalent to half a month's rent, as compensation for several problems building maintenance concerns that have caused the tenant "undue hardship and grievous frustration." The tenant's evidence was that there was no front door buzzer for approximately six months, between October 2007 and spring 2008, which resulted in missed mail deliveries and difficulties in having guests; a chipped step in the stairwell that was not repaired; repeated laundry machine repairs or broken facilities with no notice; broken mail boxes so that mail delivery was withheld for a month; and the front door to the building is currently broken.

The response of the landlord to the tenant's monetary claim was that the claims are too

old and vague, and the tenant is estopped from making the claims. In regard to the blinds, the landlord stated that if the tenant bought blinds, she can take them with her when she moves out. In regard to the front door buzzer, the landlord's response was that the claim is too old to be considered and the tenant was quite vague on the dates. In regard to the laundry, the landlord acknowledged that the machines have been broken down, because there has been a rash of break-ins to coin-operated laundry machines and this has caused a shortage of parts. In regard to the mail delivery problem, the tenant did not provide dates and the landlord did not receive complaints from any other tenants. In regard to the front door, the landlord stated that it has now been repaired.

Analysis

In regard to the notice to end tenancy, I accept the landlord's testimony that they intend to renovate the unit, The renovations will not, to the landlord's knowledge, require permits, and the renovations will be such that a tenant could not continue to reside in the unit while the work is carried out. I therefore find the notice to end tenancy for landlord's use is valid.

In regard to the monetary claim, I agree with the landlord's submission that the tenant's claims are too old and too vague, and the tenant is estopped from making those claims.

Conclusion

I dismiss the tenant's application in its entirety.

Dated: January 21, 2009