



# Dispute Resolution Services

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

## Decision

Dispute Codes: CNL ERP FF O

## Introduction

This hearing dealt with an application by the tenant to cancel a notice to end tenancy for landlord's use and for emergency repairs. The tenant, an advocate for the tenant and an agent of the landlord all attended the teleconference hearing.

In the hearing the tenant raised an issue of jurisdiction. The tenant stated that he had a written lease to purchase agreement with the former landlord. The current landlord's position was that there was no registered lien against the property and the tenant did not therefore have legal claim to the property. The tenant did not provide a copy of the agreement as evidence in the hearing. Based on the tenant's lack of supporting evidence I found that I do have jurisdiction to hear this matter.

## Issue(s) to be Decided

Is the notice to end tenancy valid?

Should the landlord be ordered to conduct emergency repairs?

## Background and Evidence

The rental unit in question is a small, very old house in the country. The house has only what the landlord referred to as "outdoor plumbing" – the tenants use an outhouse, and there is no septic field. The tenant told the landlord that water was entering into the crawlspace area under the house. The landlord investigated and discovered "grey water" that was draining into a pit had backed up into the crawlspace. It that this had occurred a number of times in the past, because the wood was beginning to rot. The landlord received an estimate of the cost to repair the damage, and decided that it

would not be economically feasible to do the repairs. The landlord decided to demolish the rental unit, and on January 22, 2009 the landlord served the tenant with a two-month notice to end tenancy for landlord's use of property. The notice indicates that the landlord seeks to end the tenancy on the basis that the landlord has all necessary permits and approvals required by law to demolish the rental unit. In the hearing, the landlord's agent stated that he believed the landlord had all necessary permits, but he could not be certain that the permits were acquired before the notice to end tenancy was issued. The landlord did not provide copies of any permits as evidence in the hearing.

The tenant's evidence was that the water was getting under the porch, and it was mainly the porch that needed repairing. The tenants have lived in the residence since November 1991, and they do not want to move. The tenants are disabled and would have a hard time moving. The tenants would be willing to temporarily vacate if the landlord is willing to renovate. The tenant did not provide any supporting evidence regarding the application for emergency repairs.

### Analysis

I am not satisfied that the landlord had acquired all necessary permits for demolition before serving the notice to end tenancy, and on that basis I find that the notice to end tenancy is not valid. It is open to the landlord, after having acquired all necessary permits, to issue a new notice to end tenancy.

In regard to the application for emergency repairs, I find that the tenant has not provided sufficient evidence for me to determine the repairs required. I therefore dismiss that portion of the tenant's application with leave to reapply. I note that a landlord is always required to maintain a rental unit to health, safety and housing standards established by law, and the tenant may be entitled to compensation for the landlord's failure to comply with this requirement.

### Conclusion

The notice to end tenancy dated January 22, 2009 is cancelled, with the effect that the tenancy continues.

As the tenant's application was partially successful, the tenant is entitled to partial recovery of the filing fee for the cost of the application, in the amount of \$25. The tenant may deduct that amount from the next month's rent.

Dated March 23, 2009.