



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes MND, MNSD, MNDC, FF
 MNSD, FF

Introduction

This hearing dealt with an application by the tenant to cancel a notice to end tenancy for landlord's use of property and recovery of the filing fee. Both parties participated in the conference call hearing.

Issues to be Decided

Is the tenant entitled to any of the above under the Act.

Summary of Background and Evidence

This tenancy started in September, 1979 and the tenant pay current rent of \$750.00. The tenant paid a security deposit of \$82.00. On October 14, 2010 the landlord served the tenant with a Notice to End Tenancy for Landlord's Use of Property.

The tenant testified that the repairs that the landlord wants to under-take do not require that the tenant be completely moved out of her suite. The repairs in question consist of patching the plaster and lathe walls in an area of the bathroom, the kitchen and some small cracks in the living room ceiling. The tenant stated that there is no evidence of mould anywhere in the rental unit and that the tenant does not have and has never had a cat.

The landlord testified that their intention was to do a 'wholesale renovation' of the rental unit however the only work being brought forward at this time is the repair of the walls. The landlord feels that there may be unknown health hazards such as lead that the tenant may be exposed to if the tenant does not completely vacate the unit. As the building is very old the landlord feels that there are health and safety risks if this work is not completed. The landlord does not have any permits in place to complete this work.

While it is unknown if any hazards exist in association with this work, the tenant is agreeable to vacating her rental unit for 1 to 2 weeks to allow the landlords contractors access to complete the repairs.



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Analysis

I find that there is insufficient evidence to uphold the notice to end tenancy for landlord's use of property. Accordingly, the notice to end tenancy for landlord's use of property is hereby set aside and the tenancy continues in full force and effect.

The tenant is entitled to recovery of the \$50.00 filing fee.

Conclusion

I therefore allow the tenant's application and set aside the landlord's Notice to End Tenancy for Cause dated October 14, 2010 with the result that the tenancy continues uninterrupted.

The tenant may deduct \$50.00 from future rent owed to the landlord for recover of the filing fee paid to bring their application.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Residential Tenancy Act*.

Dated: November 24, 2010

Dispute Resolution Officer