



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes

CNL, FF

Introduction

This hearing dealt with the tenant's application for dispute resolution, seeking to cancel a notice to end tenancy issued by the landlord for the landlord's use of the property. The tenant also applied for the recovery of the filing fee.

Both parties appeared, gave affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross-examine the other party, and make submissions to me.

Issues(s) to be Decided

Has the landlord validly issued the notice to end tenancy and does the landlord intend, in good faith, to carry out extensive renovations to the property? Does the landlord have all the necessary permits and approvals required by law to renovate the rental unit?

Background and Evidence

The landlord issued the Tenant a two month notice to end tenancy, on November 30, 2011, to be effective on January 31, 2012.

The reasons the landlord gave the notice to the tenant is described as, the landlord has all necessary permits and approvals required by law to demolish or repair the rental unit in a manner that requires the unit to be vacant.

The tenant has alleged the landlord is issuing the notice in bad faith as there are no leaks in the rental unit and that repairs or renovations are not necessary. In his application the tenant asked for an extended date of the end of tenancy. On December 20, 2011, the landlord issued a second notice to end tenancy for landlord's use of property with an effective date of May 01.

Analysis

Section 49(6)(b) of the Act, pursuant to which the notice to end tenancy was issued, provides as follows:

- 49(6) A landlord may end a tenancy in respect of a rental unit if the landlord has all the necessary permits and approvals required by law, and intends in good faith, to do any of the following:
- 49(6)(b) renovate or repair the rental unit in a manner that requires the rental unit to be vacant;

The landlord must show that that (a) they have all the necessary permits and approvals required by law; (b) they intend in good faith to renovate; and (c) the intended renovations require the rental unit to be vacant.

The landlord did not file any evidence to support his testimony that that all required permits and approvals were in place before the notice to end tenancy was served. In addition the notice to end tenancy that the tenant is disputing is no longer in effect as it has been replaced with a second notice with a different end date of tenancy.

Therefore, the notice to end tenancy dated November 30, 2011 is set aside. I find that the tenant is entitled to the recovery of the filing fee. The tenant may make a onetime deduction of \$50.00 from a future rent.

Conclusion and Order

For the reasons given above, the notice to end tenancy is set aside and the tenancy will continue. The tenant may make a onetime deduction of \$50.00 from the next rent.

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: December 21, 2011.

Residential Tenancy Branch