



Dispute Resolution Services

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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 have the necessary permits required by law?

Background and Evidence

The tenancy started in April 2003 and the rental unit consists of two suites – the upper and the lower suite. Pursuant to an inspection by the local City by law officers, the landlord received a letter ordering him to carry out repairs to the lower suite or have the tenant vacate the unit. The tenant lives in the upper suite which is not the subject of the City's order.

The landlord stated that to accomplish the improvements to the lower unit, he would have to make modifications to the upper unit as well. The landlord stated that the upper unit would also need to be vacant for the work to be done.

The Landlord issued the Tenant a two month Notice to End Tenancy, dated February 29, 2012. The tenant stated that she received the notice on March 01, 2012.

The reason 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 landlord agreed that he had applied for the necessary permits but the permits were not yet issued by the City.

Analysis

The Act requires permits and approvals required by law, to be obtained prior to the Landlord issuing the Notice to End Tenancy. In this case the Landlord had not yet obtained the necessary permits prior to serving the notice to end tenancy on March 01, 2012. Therefore, I find that the Notice to End Tenancy must be set aside. Since the tenant has proven her case, she may recover the filing fee from a future rent.

Conclusion

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: March 28, 2012.

Residential Tenancy Branch