



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNL

Introduction

This hearing dealt with an application by the tenant to cancel a notice to end tenancy for landlord's use. The tenant and an agent for the landlord participated in the teleconference hearing.

At the outset of the hearing, each party confirmed that they had received the other party's evidence. Neither party raised any issues regarding service of the application or the evidence. I have reviewed all testimony and other evidence. However, only the evidence relevant to the issues and findings in this matter are described in this decision.

Issue(s) to be Decided

Is the notice to end tenancy valid?

Background and Evidence

The tenancy began in 2003. The rental unit is an apartment in a 13-unit building. The rental unit has hardwood floors.

In November 2011 a dispute resolution hearing was convened pursuant to an application by the tenant for an order that the landlord repair the hardwood floors. In the decision resulting from that hearing, the landlord was ordered to repair the hardwood floors.

On March 9, 2012 the landlord served the tenant a notice to end tenancy for landlord's use. The notice indicates that the reason for ending the tenancy is that the landlord intends to repair the rental unit in a manner that requires the rental unit to be vacant.

Landlord's Evidence

New owners purchased the rental building in approximately January 2012. The new owners were aware of the order to repair the tenant's floors, and they intended to do so. On January 20, 2012 the landlord served the tenant a notice that the landlord intended to carry out the refinishing of the tenant's floors on February 6, 2012. In the notice, the landlord requested that the tenant contact the landlord to discuss further details, but the tenant did not contact the landlord.

On February 6, 2012 the landlord's agents and the contractors showed up and were ready to start work on the rental unit floors, but the tenant would not permit entry to do the work.

At this time, the landlord had decided to completely renovate another unit in the building which had become vacant. The landlord then decided to renovate the tenant's unit at the same time, so that they can update the unit and rent it for a higher rent. The landlord then served the tenant a notice to end tenancy for landlord's use.

In regard to the intended renovations to the rental unit, the landlord plans to rip out and replace the entire bathroom and kitchen; refinish the hardwood floors; install new lighting; and repaint. Vacant possession is required because the work cannot be done while the unit is occupied and it will take at least one month to carry out the work. No permits are required because they will only be changing out the fixtures.

Tenant's Response

The tenant questioned the landlord's good faith intention to renovate the rental unit. The landlord stated in the hearing that they want to increase the rent. The tenant has already obtained a repair order for the floors, and the landlord is attempting to avoid their obligations as ordered. On February 6, 2012 the tenant did invite the landlord to enter the premises. The tenant does not believe that the landlord has an honest intention to renovate.

Analysis

I find that the notice to end tenancy is valid. The landlord provided clear, credible evidence that they intend to renovate the rental unit as described, and that vacant possession of the unit is required in order to carry out the work. I accept the landlord's testimony that the work will take approximately one month, and that no permits are required.

The tenant raised a question of the landlord's good faith. In particular, the tenant stated that he believed the landlord was attempting to avoid fulfilling the order to repair the floors. The tenant did not dispute that the landlord attended at the rental unit on February 6, 2012 with contractors prepared to carry out the ordered repairs. I do not accept the tenant's submission that the landlord served the tenant with the notice to end tenancy in order to avoid repairing the floors.

The tenant also submitted that the landlord's desire to obtain more rent for the unit amounts to a lack of good faith. A landlord may determine at any time that they wish to renovate a rental unit, and when the intended renovations require vacant possession, the landlord may serve the tenant with a two month notice to end tenancy. The *Residential Tenancy Act* does not restrict or prevent a landlord from renovating a rental unit in order to obtain a higher rent.

Conclusion

The tenant's application is dismissed. The notice to end tenancy for landlord's use is valid. The tenancy will end on the effective date of the notice, May 31, 2012, and the tenant must vacate the rental unit on or before that date.

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: April 13, 2012.

Residential Tenancy Branch