



# 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 Tenants' application cancel two *Notices to End Tenancy for Landlords Use* (the Notices) issued June 1, 2012.

The parties gave affirmed testimony and had an opportunity to be heard and respond to other party's submissions.

### **Issue to be Decided**

Should the Notices issued June 1, 2012, be cancelled?

### **Background and Evidence**

There is no written tenancy agreement with either of the Tenants. The parties agreed that the Tenant ZT moved into the rental unit about 6 years ago. The Tenant SS moved into the rental unit in July, 2007. Monthly rent for the Tenant ZT and his wife is \$400.00. Monthly rent for the Tenant SS is \$320.00. The Tenant ZT paid a security deposit in the amount of \$160.00 on July 26, 2007. The Tenants live in the same suite, with separate oral tenancy agreements.

The Landlord issued the Notices to the Tenants on June 1, 2012, and served both of the Tenants on June 1, 2012. The Landlord passed away on June 10, 2012. The Landlord's representatives are the Landlord's daughter (LY) and husband (JY).

The Notices were issued because, "The landlord has all necessary permits and approvals required by law to demolish the rental unit or repair the rental unit in a manner that requires the rental unit to be vacant."

The Tenant stated that JY advised the Tenants on July 15, 2012 that the original plans to do more extensive renovations were being changed and that the JY was just going to

do some painting and replace the carpets with hardwood flooring. He stated the JY stated that no permit was required to do those renovations.

The Tenant testified that he told JY that the Tenants would be prepared to move into vacant rooms that were available at the rental property until the floors were completed, but JY would not agree.

The Tenant stated that the Tenants originally did not dispute the Notices, but when they were informed on July 15, 2012, that the renovation plans had changed, this motivated them to file their application to cancel the Notices. They filed on July 18, 2012.

JY testified that after his wife died, he decided to do some of the renovations, but not all. He stated that he has not hired anyone to do the work yet, but when the work is started he expects that it will probably take 2 or 3 weeks to finish.

JY stated that he did not believe the Tenants could live in the rental unit while the work was taking place.

### **Analysis**

On July 18, 2012, the Tenants filed their Application to cancel the Notice that they received on June 1, 2012. During the Hearing, the Tenant asked for more time to be allowed to file the Application. The Act requires a tenant to file an application to dispute a notice to end tenancy issued under this Section of the Act within 15 days of receipt of the notice. I accept the Tenant's testimony that they did not intend on disputing the original Notice, but that once they were informed of the reduced renovations, they filed this Application within 3 days. Therefore, I allow the Tenant's application for an extension as I find that these were exceptional circumstances.

Based on the testimony of both parties, I find that on July 15, 2012, JY stated in good faith that he no longer intended to do what was indicated on the Notice. In effect, the Landlord's representative cancelled both Notices because he no longer intended to do what the Notices indicated.

For the reasons stated above, I find that the Notices are not valid. **The Tenants' application is granted. The tenancies remain in full force and effect until they are ended in accordance with the provisions of the Act.**

The Landlord remains at liberty to issue another notice to end tenancy reflecting the new renovation plan.

The Tenant SS paid a filing fee in the amount of \$50.00 for the Tenants' Application. The Tenants have been successful and I find that the Tenant SS is entitled to recover the cost of the **\$50.00** filing fee from the Landlord. Pursuant to the provisions of Section 72 of the Act, **the Tenant SS may deduct \$50.00 from future rent** due to the Landlord.

### **Conclusion**

The Notices to End Tenancy issued June 1, 2012, are both cancelled. The tenancies remain in full force and effect until they are ended in accordance with the provisions of the Act.

The Tenant SS may each deduct \$50.00 from future rent due to the Landlord in recovery of the filing fee.

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: August 14, 2012.

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Residential Tenancy Branch