



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 seeking to have a Two Month Notice to End Tenancy for Landlords Use of Property set aside. Both parties participated in the conference call hearing. Both parties gave affirmed evidence.

Issues to be Decided

Is the tenant entitled to have the Notice set aside?

Background and Evidence

The tenancy began on or about April 1, 2012 for a one year term, the tenancy then reverts to a month to month basis. Rent in the amount of \$1650.00 is payable in advance on the first day of each month. At the outset of the tenancy the landlord collected from the tenant a security deposit in the amount of \$825.00.

The landlord gave the following testimony:

The landlord purchased the subject unit in August of 2012. A condition of the sale of the unit entitled the landlord a \$7500.00 "credit" towards renovations that expires in August 2013. The landlord had arranged for a contractor to do the work in the fall of 2012. The landlord had to abruptly leave the country and did not return until December 2012. The landlord had assigned an agent to conduct her affairs however none of the renovations had been undertaken. The landlord has contacted another contractor who would prefer that the unit be empty for the work to be conducted. The landlord wanted the tenants to

move out for 2-4 weeks so that the work could be done and then move back in but at an additional \$250.00 a month. The landlord issued a Two Month Notice to End Tenancy for Landlords Use of Property on February 28, 2013 with an effective date of April 30, 2013.

The tenant gave the following testimony:

The tenant was and still is very willing to work with the landlord for her to “cash in” her \$7500.00 credit as part of the sales agreement. The tenant was willing to accommodate the landlord and is willing to in the future as well. The tenant has no issues with the unit and stated “it’s a very nice suite”. The tenant wishes to remain during the renovations and sees no need to move.

Analysis

The landlord issued the Notice on the basis that; *“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 landlord stated that she has not obtained any permits for this renovation as the contractor instructed her that they were not required. The landlord stated that the contractor preferred that the unit be empty. The tenant stated that she had “absolutely no issues” with the condition of the unit and was willing to have renovations conducted while still living in the unit. The landlord has failed to provide sufficient evidence to support the basis of issuing the Notice under that term indicated.

Based on the above I find that the tenant is entitled to have the Notice set aside.

The Two Month Notice to End Tenancy for Landlords’ Use of Property dated February 28, 2013 with an effective date of April 30, 2013 is set aside and is of no effect or force.

The tenancy remains in effect.

As the tenant has been successful in their application they are entitled to the recovery of the filing fee. I grant the tenant to a onetime reduction of \$50.00 from their May 2013 rent. The May 2013 rent payable will be \$1600.00.

Conclusion

The Notice is set aside.

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 27, 2013

Residential Tenancy Branch

DECISION/ORDER AMENDED PURSUANT TO SECTION
78(1)(A)
OF THE RESIDENTIAL TENANCY ACT ON April 18, 2013
AT THE PLACES INDICATED.



J. Ceraldi, Arbitrator
Residential Tenancy Branch

