



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNL, MNDC, FF, MT

### Introduction

This is an application to cancel a Notice to End Tenancy that was given for landlord use and a request for a Monetary Order for \$4850.00.

A substantial amount of documentary evidence and written arguments has been submitted by the parties prior to the hearing. I have thoroughly reviewed all submissions.

I also gave the parties the opportunity to give their evidence orally and the parties were given the opportunity to ask questions of the other parties.

All testimony was taken under affirmation.

### Issue(s) to be Decided

1. Whether or not to uphold or cancel a Notice to End Tenancy that has been given for landlord use.
2. Has the applicant established a monetary claim for \$4850.00?

### Background and Evidence

On April 1, 2013 the landlord served the tenant with the Notice to End Tenancy that stated:

*"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 testified that:

- The renovations he has to do at the rental unit are extensive, however when he gave the Notice to End Tenancy, he was unaware that he required permits to do the renovations and therefore the permits were not in place when he gave the Notice to End Tenancy.
- He has since applied for permits to do the renovations, but has not supplied copies of those permits to today's hearing.

### Analysis

First of all I want to state that I will not be issuing any Monetary Orders for three months rent or moving costs, as there is no requirement under the Residential Tenancy Act for the landlord to pay anything more than the equivalent of one month's rent when the Notice to End Tenancy is given for landlord use. Therefore the maximum amount that the landlord would be required to pay if the Notice to End Tenancy were upheld is the equivalent of one month's rent.

As far as the Notice to End Tenancy is concerned, the Residential Tenancy Act allows landlord to give a Notice to End Tenancy if vacant possession is required to do renovations on the rental premises, however the Act also requires that all permits and approvals required by law be in place **before** that notice is given.

In this case the landlord failed to obtain the required permits and approvals prior to giving the Notice to End Tenancy.

This Notice to End Tenancy was therefore given prematurely and I will be setting the notice aside.

### Conclusion

The two month Notice to End Tenancy dated April 1, 2013 is hereby canceled and this tenancy continues.

The monetary portion of this claim is dismissed without leave to reapply, other than the cost of the filing fee for this application.

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: June 19, 2013

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Residential Tenancy Branch

