



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Westview Capital
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNL RP

Introduction

This hearing dealt with the tenant's application to cancel a notice to end tenancy, as well as for an order for repairs. The tenant and two agents for the landlord participated in the teleconference hearing.

At the outset of the hearing the tenant confirmed that he had received the landlord's evidence. However, the tenant did not serve his evidence on the landlord; I therefore did not admit the tenant's documentary evidence. Both parties were given full opportunity to give testimony and present their evidence. I have reviewed all testimony and other admissible evidence. However, in this decision I only describe the evidence relevant to the issues and findings in this matter.

Issue(s) to be Decided

Is the notice to end tenancy valid?
Is the landlord entitled to an order of possession?
Should I order the landlord to do repairs?

Background and Evidence

On December 31, 2013 the landlord served the tenant with a notice to end tenancy for landlord's use. The notice indicated that the reason for ending the tenancy was that the landlord has all necessary permits and approvals required by law to repair the rental unit in a manner that requires the unit to be vacant.

The landlord stated that they have been renovating the rental property for some time now, and the tenant's suite is due to be renovated. The landlord stated that they intend to tear out all the carpets and countertops, re-do the bathroom tiling, and extensive

other work. The landlord stated that there would be no way for someone to reside in the unit while this work takes place. The landlord further stated that no permits are required to do the work they intend to do. In the hearing the landlord orally requested an order of possession effective March 15, 2014.

The tenant's response was that the notice was not valid because the landlord did not have any permits issued to do renovations. The tenant stated that he asked the landlord if there was another unit available that he could occupy until the renovations are done, but the landlord refused to grant this request. The tenant stated that he does not have any other place to stay during the renovations. The tenant acknowledged that it was clear he could not reside in the unit during renovations.

Analysis

I find that the notice to end tenancy is valid. I am satisfied, based on the landlord's evidence, that no permits are required to carry out the renovations the landlord intends to do. I am further satisfied, based on the landlord's description of the work to be done and the tenant's acknowledgement, that the nature of the repairs requires the unit to be vacant. If the tenant stated that he could completely vacate the rental unit and stay elsewhere during the renovations, then the tenancy would not have to end; however, there is no requirement for the landlord to offer a different suite for the tenant to occupy while renovations occur. Therefore the tenant's application to cancel the notice is dismissed.

Because I have dismissed the tenant's application to cancel the notice, and the landlord orally requested an order of possession in the hearing, I am required under the Act to grant the order of possession.

As the tenancy is ending, I find it is not necessary to consider or order repairs.

Conclusion

The tenant's application is dismissed.

I grant the landlord an order of possession effective March 15, 2014. The tenant must be served with the order of possession. Should the tenant fail to comply with the order, the order may be filed in the Supreme Court of British Columbia and enforced as an order of that Court.

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 12, 2014

Residential Tenancy Branch

