



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNL

Introduction

This hearing was convened in response to an application by the Tenant pursuant to section 49 of the *Residential Tenancy Act* (the “Act”) for an Order cancelling a notice to end tenancy.

The Landlord and Tenant were each given full opportunity to be heard, to present evidence and to make submissions.

Issue(s) to be Decided

Is the notice to end tenancy valid?

Is the Tenant entitled to a cancellation of the notice to end tenancy?

Background and Evidence

The tenancy started on November 23, 2008. On July 29 or 30, 2014 the Landlord served the Tenant in person with a notice to end tenancy (the “Notice”). The reason indicated for the Notice is that the landlord has all necessary permits and approvals required by law to demolish the rental unit or to repair the rental unit in a manner that requires the rental unit to be vacant. The Landlord provided no documentary evidence. The Tenant provided documentary evidence, including photos, of the state of the unit and repairs that are needed.

The Landlord states that no permits have been obtained as the contractors will be responsible for obtaining the permits required for repairs to the heating system and

repairs to the wiring. The Landlord intends to replace the existing furnace with base board heaters. The Landlord states that the bathroom will be torn out causing the Tenant to have no bathroom for a period of time and that the Landlord will be completing preparation work before the contractors complete the repairs.

The Tenant states that this is the first she has heard about replacing the furnace and that the unit does not have to be empty in order for the relatively small repairs she has been asking for.

Analysis

Where a Notice to End Tenancy comes under dispute, the landlord has the burden to prove, on a balance of probabilities, that the tenancy should end for the reason or reasons indicated on the Notice and that at least one reason must constitute sufficient cause for the Notice to be valid. Given the Tenant's documentary evidence of the unit, I accept the Tenant's evidence that the repairs to the unit are relatively small and that the unit would not be required to be empty in order to complete the repairs. Given the lack of evidence in relation to required permits and considering the Tenant's evidence that the repairs required are relatively small, I find that the Notice is not valid and that the Tenant is therefore entitled to a cancellation of the Notice. The tenancy continues.

Conclusion

The Notice is cancelled and of no effect. 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: October 06, 2014

