



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNL, FF

Introduction

This hearing was convened in response to an application by the Tenant pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. An Order cancelling a notice to end tenancy – Section 49; and
2. An Order to recover the filing fee for this application - Section 72.

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

Issue(s) to be Decided

Is the notice to end tenancy valid?

Are the Tenants entitled to a cancellation of the notice to end tenancy?

Background and Evidence

The tenancy started on July 15, 2012. Rent of \$5,400.00 is payable monthly. On March 28, 2015 the Tenants were given a two month notice to end tenancy for landlord’s use (the “Notice”).

The Landlord states that cosmetic renovations to the unit will be made in order to update the appliances and flooring in the kitchens and bathrooms. The Landlord states that no permits have been obtained but that the Landlord is in the application or approval process. The Tenant states that the house is in almost perfect condition and does not require updates. The Tenant states that prior to their tenancy the unit has

been listed for sale and it was advertised as “almost perfect condition”. The Tenant states that the Landlord is a licenced realtor. The Tenant states that the Landlord did not make the application for the permits until April 25, 2015. The Tenant states that they believe that no renovations to the unit are being planned.

Analysis

Section 49 of the Act provides that a landlord may end a tenancy in respect of a rental unit if the landlord has all the necessary permits and approvals required by law, and intends in good faith, to, inter alia, renovate or repair the rental unit in a manner that requires the rental unit to be vacant. Based on the Landlord's evidence that the Landlord does not have any permits, I find that the Notice is not valid and that the Tenants are entitled to a cancellation of the Notice. As the Tenants have been successful I find that the Tenants are entitled to recovery of the \$50.00 filing fee and the Tenant may reduce future rent payable by this amount.

Conclusion

The Notice is cancelled and of no effect. The Tenant may reduce future rent by \$50.00 in full satisfaction of the claim.

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: May 12, 2015

Residential Tenancy Branch

