



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNL

Introduction

This was a hearing with respect to the tenant's application to cancel a two month Notice to End Tenancy for landlord's use. The hearing was conducted by conference call. The named tenant and the landlord called in and participated in the hearing.

Issue(s) to be Decided

Should the Notice to End Tenancy for landlord's use be cancelled?

Background and Evidence

The rental unit is a house in Burnaby. The landlord purchased the rental property from the former owner, subject to the existing tenancy. On or about April 30, 2015, the landlord served a two month Notice to End Tenancy for landlord's use by leaving it at the rental property. The tenants found envelopes containing the Notices to End Tenancy on May 1, 2015 and they filed this application to dispute the Notice to End Tenancy within the required time. Neither party provided a copy of the actual Notice to End Tenancy as documentary evidence. The landlord and the tenant agree that the reason stated in the Notice for ending the tenancy was that the landlord intends in good faith to occupy the rental unit.

At the hearing the landlord testified that he is considering whether or not he will demolish the house on the rental property and build a new one, or whether he will renovate the existing house. He said that in either event he intends to live at the rental property. The landlord testified that he is waiting for plans for a new house to be completed with a cost estimate for building before he makes a decision to demolish the rental unit. The decision depends upon whether or not he can afford to build a new house.

Analysis

Section 49 of the *Residential Tenancy Act* provides several different grounds upon which a tenancy may be ended for landlord's use. One permissible reason is that the landlord, or a close family member intends in good faith to occupy the rental unit.

Another reason that a landlord may be permitted to end a tenancy is when the landlord has all the necessary permits and approvals required by law and intends in good faith to demolish the rental unit or to renovate and repair the unit in a manner that requires the rental unit to be vacant.

Conclusion

I accept the landlord's testimony that he intends to live at the rental property, either in a new house to be constructed, or in the existing house, after it has been renovated. The *Residential Tenancy Act* does not permit a landlord to give a 2 month Notice to End Tenancy on a speculative basis before he has settled on a specific course of action and, if necessary, obtained all the required permits. For this reason the Notice to End Tenancy given by the landlord was not given in good faith because he does not have a fixed intention to move into the rental unit. The Notice to End Tenancy is therefore cancelled and the tenancy will continue until ended in accordance with the *Residential Tenancy Act*. The landlord is at liberty to issue another Notice to End Tenancy for landlord's use when he has made a final decision and, if required, when he has the necessary permits. As discussed at the hearing, the parties are free to reach a mutual agreement in writing as to the end of the tenancy.

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: July 02, 2015

Residential Tenancy Branch

