



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Larlyn Property Management (BC) Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes

CNL FF

Introduction

This hearing dealt with an application by the tenant for an order cancelling the landlord's 2 Month Notice to End Tenancy for landlord's use. The tenant also requested recovery of the filing fee from the landlord. Both parties participated in the hearing

Issue(s) to be Decided

Is the tenant entitled to an order cancelling the landlord's 2 Month Notice to End Tenancy?

Background and Evidence

This tenancy began in 2011. On November 26, 2015 the landlord served the tenant with a 2 Month Notice to End Tenancy for landlord's use. The tenant disputed the Notice on December 9, 2015. The Notice requires that the tenant move out of the rental unit by January 31, 2016. The Notice was given on the basis that the landlord intends to renovate the rental unit in a manner that requires it to be vacant and that the landlord has all the necessary permits and approvals to carry out the work. In point of fact, the landlord testified that the work does not require any permits.

The landlord's representative testified that the landlord gave the tenant a 2 Month Notice because, as part of its ongoing renovation plans, the landlord is upgrading all the units in the building. Apparently, 30 of 73 units have already been renovated on turnover and now five suites have been selected randomly for renovation as well. One of those that has been selected is the tenant's unit.

In terms of the upgrades, the landlord's representative testified as follows: all carpet to be removed and replaced with hardwood, all kitchen cabinets to be removed and replaced, rearrangement of kitchen layout, putting in dishwasher, bathroom to be completely redone, new closet hallway doors, new closet doors in bedroom, new granite countertops, replace all locks on doors, repaint of entire unit.

The landlord testified that the work cannot be performed unless the rental unit is vacant.

The tenant argued that the landlord is just making “cosmetic” changes to the unit and that it is just a way of evicting her to get higher rent. The tenant also said that the unit is already beautiful and does not require any renovation. The tenant argued that the landlord should pick other units that are in worse repair. The tenant also said she would be willing to move out while the upgrades are done and then move back in provided that it was at the current rent.

The landlord stated that the tenant would be welcome to move back in to the unit but that it would have to be at a higher rent. The landlord also stated that the Act allows landlords to renovate units and to give notices to tenants for such purpose.

Analysis

The work that the landlord has planned for the rental unit is similar to the work planned to be performed at the same time to several other units. The work has also already been done to 30 other units in the building. According to the landlord’s evidence it is part of an ongoing plan of improvements to the rental property.

The evidence presented has satisfied me that the landlord gave the Notice to End Tenancy in good faith and that the renovation and repair work to be undertaken by the landlord requires that the rental unit be vacant. I therefore deny the tenant’s application and confirm the landlord’s Notice to End Tenancy.

Conclusion

The tenant’s application is dismissed.

I also dismiss the tenant’s application to recover her filing fee from the landlord.

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: February 01, 2016

Residential Tenancy Branch

