



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding AJIT PROPERTIES LTD  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes CNL

### Introduction

This hearing was convened by way of conference call in response to the tenant's application to cancel a Two Month Notice to End Tenancy for Landlords Use of the Property.

The tenant and landlord attended the conference call hearing, gave sworn testimony and were given the opportunity to cross examine each other on their evidence. The tenant provided documentary evidence to the Residential Tenancy Branch and to the other party in advance of this hearing. The landlord confirmed receipt of evidence. I have reviewed all oral and written evidence before me that met the requirements of the rules of procedure.

### Issue(s) to be Decided

Is the tenant entitled to an Order to cancel the Two Month Notice to End Tenancy?

### Background and Evidence

The tenant testified that this month to month tenancy started on March 01, 2003. Rent for this unit is currently \$558.00 per month due on the 1<sup>st</sup> of each month.

In a case where a tenant has applied to cancel a Notice to End Tenancy the Residential Tenancy Branch Rules of Procedure require the landlord to provide their evidence and submissions first, as the landlord has the burden of proving that the Notice was issued for the reasons given on the Notice.

The landlord testified that he has owned the building since February and he seeks to do renovations in the building to create an office and washroom for the manager of the building. This will entail renovation work also being carried out in the tenant's unit as the new office is directly below the tenant's unit and the landlord needs to gain access to water and sewage for the office below. The landlord referred to the letter sent to the tenant on April 21, 2016 detailing the renovation work that will take place in her unit and states as they will already be working on the unit they will then extend the renovating to the unit to include replacing carpets with laminate, updating sinks, bathroom, painting and all else that needs to be done.

The landlord testified that the tenant was served the Two Month Notice to End Tenancy which the tenant agreed was served on April 21, 2016. A copy of this Notice has been provided in documentary evidence, has an effective date of June 30, 2016, and provides the following reason to end the tenancy:

*The landlord has all necessary permits and approvals required by law to demolish, or renovate, or repair the rental unit in a manner that requires the rental unit to be vacant.*

The landlord testified that he has a contractor lined up and he will obtain the permits. The contractor has applied for permits to do the work but they don't yet have them in place.

The tenant's advocate asked the landlord how long they anticipate that the renovation work will take. The landlord responded that it will take some time as they have to rip out walls and flooring and sinks and bathroom. The tenant's advocate asked the landlord if the tenant would be allowed to move back into the unit after the renovations were complete. The landlord responded that he does not deal with that. The property manager deals with rentals for the building.

The tenant seeks to have the Two Month Notice set aside as the landlord has not obtained all necessary permits and approvals when the Two Month Notice was issued.

### Analysis

I have carefully considered all the evidence before me, including the sworn testimony of both parties. When the landlord issues a tenant with a Two Month Notice to End Tenancy and

provides the above reason on the Notice then at the time the Notice is issued and served upon the tenant the landlord must have already obtained all necessary permits and approvals to start work on the tenant's unit.

It is not enough that the landlord has engaged a contractor to obtain the permits if the permits or approvals required by law are not in place then the landlord must not issue a Two Month Notice to End Tenancy for this reason and must wait until he actually has all necessary permits and approvals in place.

Accordingly, as the landlord has not obtained all necessary permits and approvals required by law to renovate the tenant's unit, I find the tenant's application to cancel the Two Month Notice is allowed. The Two Month Notice is therefore cancelled.

#### Conclusion

The tenant's application to cancel the 2 Month Notice to End Tenancy Issued on April 21, 2016, is granted and the Notice is cancelled. The tenancy will continue until legally ended in accordance with the *Residential Tenancy Act*.

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: June 13, 2016

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Residential Tenancy Branch