



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNL

Introduction

This matter dealt with an application by the Tenant to cancel a 2 Month Notice to End Tenancy for the Landlord's Use of the property.

The Tenant said he served the Landlord with the Application and Notice of Hearing (the "hearing package") by personal delivery on June 3, 2016. Based on the evidence of the Tenant, I find that the Landlord was served with the Tenant's hearing package as required by s. 89 of the Act and the hearing proceeded with both parties in attendance.

Issues(s) to be Decided

1. Is the Tenant entitled to an order to cancel the Notice to End Tenancy?

Background and Evidence

The Tenant said the tenancy started in August, 2012 as a verbal month to month tenancy. Rent is \$525.00 per month payable on the 1st day of each month. The Tenant said he paid a security deposit of \$250.00 at the start of the tenancy. The Landlord said it was not a security deposit but a fee for storing the Tenant's belongings until the tenancy started in September, 2012

The Landlord said she served the Tenant with a 2 Month Notice to End Tenancy for Landlord's Use of the Property dated May 14, 2016. The Landlord said she served the Notice to End Tenancy by registered mail on May 17, 2016. The Landlord continued to say the reason for the Notice to End Tenancy is that the Landlord is renovating the rental unit. The Landlord said she included a contractor's quota and the contractor told her that no permits were required because they are not changing the size or footprint of the rental unit. The Landlord said the contractor told her the unit must be vacant because the renovations will strip the walls and ceiling for insulation and rebuild the foundations. The Landlord said she is starting the renovations as soon as the Tenant moves out.

The Tenant said the Landlord was originally trying to sell the property and then because a mould issue was discovered the Landlord is now trying to end the tenancy based on renovations. The Tenant said he resolved the mould issue and the renovations are not necessary for him to continue to live in the rental unit.

Further the Tenant said there is a housing shortage in the area and he is concerned he will not be able to find housing if he is evicted. The Tenant said the renovations are not necessary and he would like the Notice to End Tenancy to be cancelled and the tenancy to continue.

The Tenant was asked if he has any information that would lead him to believe the Landlord was not going to complete the renovations. The Tenant said believed the Landlord was going to complete the renovations as indicated in the contractor quote.

The Tenant said in closing that he had nothing more to say.

The Landlord said in closing the rental unit needs renovations and she wants to start the renovations after the Tenant moves out. The Landlord requested an Order of Possession if the Tenant's application is unsuccessful.

Analysis

Section 49 of the Act says(6) 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 do any of the following:

- (a) demolish the rental unit;
- (b) renovate or repair the rental unit in a manner that requires the rental unit to be vacant;**
- (c) convert the residential property to strata lots under the *Strata Property Act*;
- (d) convert the residential property into a not for profit housing cooperative under the *Cooperative Association Act*;
- (e) convert the rental unit for use by a caretaker, manager or superintendent of the residential property;
- (f) convert the rental unit to a non-residential use.

A Landlord has the right to end a tenancy if the rental unit is being renovated and the renovations require the unit to be vacant during the renovations. The Landlord has submitted a renovation quote and gave affirmed testimony that no permits are required for this renovation. As well the Landlord said the contractor said the rental unit must be vacant to do the renovations. The Tenant has not provided any evidence or testimony that indicates the Landlord is not going to complete the renovation as presented in the Notice or End Tenancy or the contractor's quote. Therefore I find the Tenant has not established grounds to cancel the Landlord's 2 Month Notice to End Tenancy for Landlord's Use of the Property. Consequently I dismiss the Tenant's application to cancel the Notice to End Tenancy. Further I grant the Landlord an Order of Possession effective July 31, 2016 at 1:00 p.m.

Conclusion

The Tenant's application to cancel the Notice to End Tenancy is dismissed without leave to reapply.

An Order of Possession effective July 31, 2016 has been issued to the Landlord. A copy of the Order must be served on the Tenant in accordance with the Act: the Order of Possession and may be enforced in the Supreme Court of British Columbia.

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 06, 2016

Residential Tenancy Branch