



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding HARTWIG INDUSTRIES  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      CNC

### Introduction

The tenant applies to cancel a two month Notice to End Tenancy dated August 12, 2016.

The Notice states that the landlord has all the necessary permits and approvals required by law to demolish the rental unit, or renovate or repair the rental unit in a manner that requires the rental unit to be vacant. Such grounds, if proved, are lawful grounds to end a tenancy under s. 49 of the *Residential Tenancy Act* (the “Act”).

Both parties attended the hearing, the landlord by its representative Ms. S., and were given the opportunity to be heard, to present sworn testimony and other evidence, to make submissions, to call witnesses and to question the other. Only documentary evidence that had been traded between the parties was admitted as evidence during the hearing.

### Issue(s) to be Decided

Does the relevant evidence presented during the hearing show on a balance of probabilities that the landlord intends to undertake the work alleged and that vacant possession is required in order to perform that work?

### Background and Evidence

The rental unit is a two bedroom apartment located above commercial premises.

The tenancy started in January 2014. The monthly rent is \$1250.00, due on the first of each month, in advance. The landlord holds a \$1250.00 security deposit.

Ms. S. for the landlord testifies that the premises were constructed in the 1950's and that the landlord intends to do significant renovation work. Particularly, it is intended to paint the apartment, replace the flooring, replace the fridge and stove, replace the cabinets and replace the taps and sink in the bathroom.

She says that no particular workmen have been retained yet to do the work and that it is contemplated that the work will occur in the nighttime (so as not to bother the commercial tenants below) over a period of four months or more.

The tenant says the rental unit needs painting. He says that he is willing to accommodate the work and even stay elsewhere for a week. He thinks the work could be orchestrated so as to permit him to continue occupation of the home.

In response Ms. S. says it would be more convenient for the landlord if the tenant moved out. She indicates that it is contemplated that the daughter of the landlord's principle will move in, though it is agreed that is not a ground cited in the Notice.

### Analysis

I find that the landlord intends to conduct a significant renovation of the rental unit.

In order to substantiate grounds for a Notice of this kind it is necessary for a landlord to show that the renovation work requires that the tenant move out. The convenience of the landlord is a secondary consideration.

The renovations described by Ms. S. are common renovations that homeowners undertake without having to move away during the renovation period. The landlord has not given any reason why the vacant possession of this rental unit is required as opposed to preferred.

### Conclusion

The Notice has not been substantiated. The tenant's application is allowed. The Notice to End Tenancy dated August 12, 2016 is cancelled.

The tenant is entitled to recover the \$100.00 filing. I authorize him to reduce his November 2016 rent by \$100.00 in full satisfaction of the fee.

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: October 20, 2016

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Residential Tenancy Branch

