



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNL OLC OP

Introduction

This hearing dealt with an application by the tenant for an order cancelling the landlord's 2 Month Notice to End Tenancy dated August 2, 2016 and an order that the landlord comply with the Act, regulation and/or the tenancy agreement. At the hearing, the landlord made an oral request for an order of possession with an effective date of October 31, 2016 – the effective date of the Notice. Both parties attended the hearing and had an opportunity to be heard.

Issue(s) to be Decided

Are the parties entitled to the requested orders?

Background and Evidence

This tenancy began on September 1, 2008. The rent is \$970.35 per month. On August 2, 2015 the landlord served the tenant with a 2 Month Notice to End Tenancy for Landlord's Use. The use specified in the Notice is that the landlord has all necessary permits and approvals required by law to demolish the rental unit or repair the rental unit in a manner that requires the rental unit to be vacant. The tenant alleges that the renovations planned by the landlord are only cosmetic and that in any event she is a flexible person, has lived there a long time and would be willing to move out while the renovations are being completed.

In support of his Notice, the landlord submitted a scope of work, schedule and costs from his contractor. The contractor estimates that the project will take a minimum of three months and will cost approximately \$79,000.00 to complete. The landlord also submitted a letter from the City of Fernie that no permits or approvals were needed for him to undertake this work on the rental unit.

The landlord also provided the following details about the scope of work to be completed:

- Removal and replacement of the bathroom (all fixtures and fittings, tiles, floor covering, etc.);
- Removal and replacement of the kitchen (all fixtures and fittings, tiles, floor covering, etc.);
- Removal and replacement of all floor coverings throughout the apartment;
- Removal of the non-structural wall separating the kitchen area from the corridor;
- Repair/skim/mud drywall throughout the apartment to obtain a high quality finish throughout (including the ceilings);
- Repaint the apartment throughout; and
- Re-trim the apartment throughout.

The landlord's application and presentation was well-organized and complete.

Analysis

Section 46 of the Act states that a landlord may end the tenancy if he has all the permits and approvals required by law and intends in good faith to renovate or repair the rental unit in a manner that requires the rental unit to be vacant.

In the present case, I am satisfied that the landlord does not need any permits or approvals to renovate the rental unit and that the rental unit needs to be vacant for the work to proceed. I make these findings based on the evidence submitted by the landlord in the form of correspondence from the City of Fernie and the scope of work and schedule prepared by the landlord's contractor. I have no reason to question the veracity or contents of the contractor's scope and schedule presentation.

I am also satisfied that the landlord is acting in good faith. I do believe he will proceed in a timely manner with the proposed work and that he is not acting dishonestly or with an ulterior motive for ending the tenancy as his primary motive. Indeed, not even the tenant has questioned whether the landlord will proceed with the work as planned.

The main argument made by the tenant is that she is a long time tenant in good standing and that this rental unit is her home. The tenant does not want to move to a new location and wishes above all to remain in the rental unit. The tenant expressed her

willingness to vacate the rental unit during construction and then move back in after completion. The tenant also stated that she would consider paying a higher rent upon return to the unit.

For his part, the landlord wishes to end this tenancy and commence renovations. The landlord is not interested in the tenant's offer to accommodate. The landlord stated that the first he heard of the tenant's willingness to accommodate was at this hearing. In any event, the Act does not impose on the landlord a duty to accept offers from tenants to accommodate when a Notice has been served under Section 49(6).

On balance, I find that the landlord has established that he has met the requirements of the Act, Policy Guidelines and legal precedents in support of his Notice to End Tenancy for Landlord's Use.

Conclusion

I dismiss the tenant's application for an order cancelling the landlord's 2 Month Notice to End Tenancy.

I grant the landlord an order of possession effective October 31, 2016. This order may be filed and 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: October 18, 2016

Residential Tenancy Branch