



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding 0953401 BC LTD  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      cnl, ff

### Introduction

The tenants apply for an order cancelling a two month Notice to End Tenancy for landlord's use. The hearing was conducted by telephone conference call, and the tenants and the landlord's agent attended the hearing. Both parties submitted and properly exchanged evidence regarding this application, and both parties presented oral testimony at the hearing.

In their application, the tenants named the landlord's agent as a party to this claim. In fact the proper landlord and registered owner of the property is a numbered company. I have therefore exercised my authority to amend the application to reflect the true landlord. I accept, however, that the landlord's agent is shareholder and director of the subject corporation, and is an appropriate representative of the landlord. In this decision I refer to the landlord's agent as CW.

### Issue(s) to be Decided

Should the two month Notice to End Tenancy for landlord's use dated February 24, 2017 be cancelled, or is the notice valid to end the tenancy, entitling the landlord to an Order of Possession?

### Background and Evidence

The rental unit is the main floor of a bungalow. The tenancy began in September, 2015. The current rent is \$1,400, due and payable on the first day of each month. Other tenants rented the basement suite until April, 2016, when it was shut down as a rental unit by the City of Vancouver because it was an illegal suite. A two month Notice to End Tenancy was served to the tenants February 25, 2017, and alleges two reasons for ending the tenancy. It states that the landlord is a family corporation and a person owning voting shares in the corporation, or a close family member of that person intends in good faith to occupy the rental unit. It also 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.

The tenants allege the notice is not given in good faith. The tenants testified, among other things, that they do not believe that CW or a close family member intends to occupy the premises, as the house is falling apart and has many roof leaks, and as he currently resides in a much larger dwelling. When they have asked for repairs to be

done previously, he has refused on the basis he intends to knock the house door, and that they should move out. The tenants further note that the landlord's own evidence indicates he does not have a demolition permit, a requirement of the Residential Tenancy Act when ending a tenancy on the basis that the home will be demolished.

CW acknowledged that he did check of the box that he or some family members will reside in the premises, but submitted this would occur at most on a short term basis only, and the principal reason for ending the tenancy is because he intends to demolish the home. He has applied for a development/building permit and for a demolition permit. The City of Vancouver's present process however, is that before those permits are issued, a "salvage and abatement" permit must be obtained. In fact this permit was issued to the landlord prior to the giving of the two month Notice. This permit requires that non-structural building materials and hazardous building materials be removed and disposed of, a process that must be completed before the other further permits are issued. For example, all drywall must be removed, and potentially, hazardous materials such as asbestos that are found present, must be proper abated and disposed of.

#### Analysis

I do not find the first reason (that a person owning voting shares in the corporation, or a close family member of that person intends in good faith to occupy the rental unit) is a legitimate or proven reason for ending this tenancy. Principally, that reason is not compatible with the second reason (demolition) for the notice, which I find to be the true reason for ending the tenancy.

The tenants argue that the landlord has not obtained a demolition permit. While this is true, the actual requirement of section 49(6) of the Residential Tenancy Act is that the landlord must have "all the necessary permits and approvals required by law", and an intention in good faith to demolish the premises. In this case, the salvage and abatement process is a necessary requirement of obtaining a demolition permit, and the landlord has obtained this preliminary permit. I accept that the landlord intends to demolish the home, as is demonstrated by the fact the landlord has expended money in making application for permits, by CW's prior comments to the tenants that he intends to knock the home down, and by his testimony at the hearing which I find to be credible and honestly given. It is further supported by the testimony of the tenants that the premises are in need of significant major repairs.

I find no support or basis for the contention that the landlord's ulterior motive is to evict these tenants and replace them with tenants that will pay more. I find that the landlord has demonstrated a good faith intention to demolish the house.

Based upon all the above, I find that the two month Notice to End Tenancy is effective to end the tenancy April 30, 2017. The tenant's application for an Order to cancel the notice is dismissed, as is the tenant's application to recover his filing fee.

Section 55 (1) of the Residential Tenancy Act provides that if a tenant makes an application for dispute resolution to dispute a landlord's notice to end a tenancy, the

director must grant to the landlord an order of possession of the rental unit if the landlord's notice is proper as to form and content, and the tenant's application to cancel the Notice is dismissed. Those conditions are met, and accordingly, an Order of Possession is granted to the landlord, effective April 30, 2017.

Conclusion

The tenant's claim is dismissed, and the tenancy shall end April 30, 2016, pursuant to the two Month Notice. The appropriate Order of Possession is issued to 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: March 24, 2017

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Residential Tenancy Branch