



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding VIJAY SINGLA
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNL, RP, FF

Introduction

This matter dealt with an application by the Tenants to cancel a Notice to End Tenancy for Landlord's Use of the Property, for repairs to the unit, site or property and to recover the filing fee.

The Tenant said she served the Landlord with the Application and Notice of Hearing (the "hearing package") by registered mail April 13, 2017. Based on the evidence of the Tenant, I find that the Landlord was served with the Tenants' hearing package as required by s. 89 of the Act and the hearing proceeded with all parties in attendance.

Issues(s) to be Decided

1. Are the Tenants entitled to an Order to cancel the Notice to End Tenancy?
2. Are there repairs to be completed?

Background and Evidence

This tenancy started on May 1, 2012 as a one year fixed term tenancy and then was renewed a number of times. Rent is \$1,279.50 per month payable on the 1st day of each month. The Tenants paid a security deposit of \$550.00 and a pet deposit of \$550.00 on May 1, 2017. The Tenant said a move in condition inspection report was done but she did not receive a copy of it.

The Landlord's agent said the Landlord issued a 2 Month Notice to End Tenancy for Landlord's Use of the Property dated March 28, 2017 on March 28, 2017 by personal delivery to the female Tenant. The Agent said the reason on the Notice to End Tenancy was to make renovations to the rental unit. The Agent continued to say the renovations the Landlord wants to do are painting, possibly floor coverings and maybe some plumbing. The Agent said there are no permits required for the painting and flooring and no plumbing permits were obtained. The Agent said the Landlord wants to fix the rental unit up and then rent it out for a higher rental.

The Tenants said the unit needs painting and they are willing to do the painting if the Landlord supplies the paint. The female Tenant said she believes the Landlord is just trying to up the rent as the Landlord offered the Tenants a new tenancy agreement with a rent of \$1,550.00. The Tenants said this is not right but they are willing to continue in the rental unit with the new rent increase as of May 1, 2017. The Tenant said the new rent increase complies with the allowable rent increase for 2017 of 3.7%.

The Agent said the Landlord will agree to continue the tenancy at the new rental amount of \$1,279.50 and the Landlord will agree to supply the paint for the Tenants to paint the unit.

The Tenants said they agree to this as well.

Analysis

For a 2 Month Notice to End Tenancy for Landlord's Use of the Property based on the reason of renovations, the renovations must be to the extent that the tenants are required to move out of the rental unit. Such renovations may be structural changes to the building, new plumbing throughout the rental property, renovations due to flooding or other substantive repairs. Painting and new flooring do not require the Tenants to move out but require the Tenants and Landlord to work together to make a schedule for the repairs. In this case as the Landlord's agent said the renovations are just for painting and possible flooring, I find the reason on the Notice to End Tenancy does not justify the Notice to End Tenancy for the Landlord's Use of the Property. Consequently I find in favour of the Tenants' application and I order the 2 Month Notice to End Tenancy for Landlord's Use of the Property dated March 28, 2017 is cancelled and the tenancy is order to continue as in the tenancy agreement.

Further as the parties agreed the rental unit needs painting; therefore I order as the parties agreed that the Landlord supply the paint and the Tenants supply the labor to paint the rental unit.

Further as the Tenants have been successful in this matter I order the Tenants to recover the filing fee of \$100.00 by a one time reduction of rent from \$1,279.50 to \$1,179.50 for the next months rent payment.

Conclusion

I order the 2 Month Notice to End Tenancy for Landlord's Use of the Property dated March 28, 2017 is cancelled and the tenancy is ordered to continue as set out in the Tenancy Agreement.

Further I order the rental unit to be painted as agreed above.

The Tenants will recover the filing fee of \$100.00 by a one time rent reduction of \$100.00.

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: May 15, 2017.

Residential Tenancy Branch