



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNL

### Introduction

This hearing dealt with an Application for Dispute Resolution by the tenant filed under the Residential Tenancy Act (the “Act”), to cancel Two Month Notice to End Tenancy for Landlord’s Use of Property, (the “Notice”) issued on July 31, 2017.

Both parties appeared, gave affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross-examine the other party, and make submissions at the hearing.

### Preliminary matter

At the outset of the hearing, the landlord’s agent indicated that the style of cause should be changed to reflect the landlord, as they are only acting on their behalf. I find an amendment is appropriate; I have amended the style of cause to remove the agent and add the correct landlord. I do not find this amendment prejudicial to either party.

In a case where a tenant has applied to cancel a Notice, Rule 7.18 of the Residential Tenancy Branch Rules of Procedure require the landlord to provide their evidence submission first, as the landlord has the burden of proving sufficient evidence to terminate the tenancy for the reason given on the Notice.

I have reviewed all evidence and testimony before me that met the requirements of the rules of procedure. I refer only to the relevant facts and issues in this decision.

### Issues to be Decided

Should the Notice be cancelled?

### Background and Evidence

The tenancy began approximately 22 years earlier. Rent in the amount of \$350.00 was payable on the first of each month.

The parties agreed that the Notice was served on the tenant indicating that the tenant is required to vacate the rental unit on September 30, 2017.

The reason stated in the Notice was 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 landlord's agent testified that the landlord is planning to renovate the rental unit, which does not need permits as they are replacing the existing, plumbing, and electrical fixtures.

The landlord's agent stated that the bathroom tub and the walls in the bathroom have to be removed to the studs, as there is water damaged. The agent stated that the unit needs to be painted, flooring needs to be installed and a broken window needs to be replaced.

The tenant testified that they have lived in the rental unit for 22 years. The tenant stated that the landlord has replaced flooring without them having to vacate. The tenant stated that they will accommodate the landlord while the repairs are being made, as they can vacate the premises for a short period while the bathroom is being renovated and then move their furniture inside the premises or if necessary place them in storage. The tenant stated they just need reasonable notice to accommodate the landlord's request.

### Analysis

Based on the above, the testimony and evidence, and on a balance of probabilities, I find as follows:

I have considered all of the oral submissions submitted at this hearing, I find that the landlord has not provided sufficient evidence to show that the repairs to the rental unit require vacant possession.

In this case, the renovations appear to be more cosmetic or basic maintenance, such as replacing floors, painting or repairing a broken window. I accept the tenant's evidence that they can accommodate repairs by moving their furniture and if necessary place them into storage.

While I accept a bathroom renovation is more extensive and will impact the use of the premise; however, this is short term. I accept the tenant's evidence that they can accommodate the repairs and if necessary vacate the premise for a short period of time.

Based on the above, I find the evidence does not support that repairs required to the rental unit required the rental unit to be vacant.

Therefore, I grant the tenant's request to cancel the Notice. The tenancy will continue until legally ended in accordance with the Act.

The tenant must fully co-operate with the landlord's request for repairs. The landlord is to ensure that they give the tenant sufficient notice, so the tenant has reasonable notice to accommodate any requests the landlord may have, such as removing or moving their furniture.

### Conclusion

The tenant's application to cancel the Notice, issued on July 31, 2017, is granted. The tenancy will continue until legally ended in accordance with the Act.

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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: November 08, 2017

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Residential Tenancy Branch