



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNL

### Introduction

This hearing was convened in response to an application by the Tenant for an order cancelling a notice to end tenancy pursuant to section 49 of the *Residential Tenancy Act* (the “Act”).

The Landlord and Tenant were each given full opportunity under oath to be heard, to present evidence and to make submissions. The Landlord’s Witness gave evidence under oath.

### Issue(s) to be Decided

Does the Landlord have all the necessary permits required for the planned renovation work?

### Background and Evidence

The following are agreed facts: the tenancy started on July 5, 2011. Rent of \$944.63 is currently payable on the 3<sup>rd</sup> day of each month. The Landlord holds a security deposit of \$425.00. On January 11, 2018 the Landlord served the Tenant in person with a one month notice to end tenancy for landlord’s use (the Notice”). The Notice sets out as its reasons 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 states that they have obtained an estimate for the repairs and have entered into a contract with a company to complete the renovations. The Landlord states that a deposit has been paid to the company for those renovations.

The Landlord states that since the unit needs a lot of repairs as required by the Tenant the Landlord felt it was time to renovate the entire unit. The Landlord does not know if permits are required or necessary and whether the renovations can be done in stages. The Landlord states that the contractor told the Landlord that the unit needed to be vacant for the work. The Landlord states that the unit also needs to be vacant in case there is asbestos in the walls. The Landlord does not know whether there is asbestos in the walls. The Landlord states that the contractor who is being called as a Witness would know these details.

The Landlord's Witness states that permits will most likely be required for the electrical and plumbing work that will be done and that the renovations cannot start without having required permits. The Witness states that no permits have been obtained.

It is noted that the Tenant provides as evidence copies of three previous decisions, two of which are decisions that find the Landlord's notices to end tenancy to be invalid. The most recent of those decisions cautions the Landlord about serving another invalid notice to end tenancy.

### Analysis

Section 49(6) of the Act provides that a landlord may end a tenancy in respect of a rental unit if the landlord has all the necessary 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. Based on the Landlord's Witness evidence that permits will likely be required for the renovation work and have not been obtained I find on a balance of probabilities that permits are required for the renovations and that the Landlord does not have the necessary permits or approvals required by law. As such I

find that the Notice is not valid and that the Tenant is entitled to its cancellation. The tenancy continues.

Harassment is defined in the Dictionary of Canadian Law as “engaging in a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome”. This is the 3<sup>rd</sup> invalid notice to end tenancy that has been given to the Tenant within one year. Going forward, I strongly caution the Landlord against giving the Tenant another invalid notice to end tenancy. The Tenant has leave to reapply for compensation should the Landlord serve another invalid notice to end tenancy.

#### Conclusion

The Notice is cancelled and of no force or effect.

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 15, 2018

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Residential Tenancy Branch