



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding EAGLE POINT VENTURES LTD
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNL FF

Introduction

This hearing was convened pursuant to the Tenant's Application for Dispute Resolution, made on May 1, 2018 (the "Application"). The Tenant applied for the following relief, pursuant to the *Residential Tenancy Act* (the "Act"):

- an order cancelling a Two Month Notice to End Tenancy for Landlord's Use of Property, dated April 27, 2018 (the "Two Month Notice"); and
- an order granting recovery of the filing fee.

The Tenant attended the hearing in person. The Landlord was represented at the hearing by J.P. Both the Tenant and J.P. provided affirmed testimony.

The Tenant testified the Landlord was served with the Application package by registered mail on May 3, 2018. J.P. acknowledged receipt. No issues were raised during the hearing with respect to service or receipt of these documents. Accordingly, pursuant to section 71 of the *Act*, I find the Application package was sufficiently served for the purposes of the *Act*. The Landlord did not submit any documentary evidence in response to the Application.

The parties were given a full opportunity to present evidence orally and in written and documentary form, and to make submissions to me. I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure, and to which I was directed. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issues to be Decided

1. Is the Tenant entitled to an order cancelling the Two Month Notice?
2. Is the Tenant entitled to an order granting recovery of filing fee?

Background and Evidence

The parties agreed the tenancy began on June 15, 2012. Currently, rent in the amount of \$1,511.00 per month is due on the first day of each month. The Tenant paid a security deposit of \$750.00, which the Landlord holds.

A copy of the Two Month Notice, received by the Tenant on April 30, 2018, was submitted into evidence. The Two Month Notice was issued on the following basis:

The landlord has all 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.

[Reproduced as written.]

On behalf of the Landlord, J.P. testified that the Landlord intends to renovate the rental property. Specifically, J.P. stated his understanding that the Landlord intends to replace carpet and other flooring, paint the rental unit, repair leaks, and repair drywall damage. When asked, J.P. testified that the proposed work is not structural and therefore permits are not required. J.P. stated that other tenants in the rental property were issued notices to end tenancy and that they have moved out.

In reply, the Tenant noted that no permits have been issued for the renovations. In support, the Tenant submitted an undated email from the local municipality. The Tenant also expressed a willingness to vacate the rental unit while the work is being completed, although J.P. was uncertain about the duration of the proposed work.

Analysis

Based on the documentary evidence and oral testimony provided during the hearing, and on a balance of probabilities, I find:

Section 49 of the *Act* permits a landlord to take steps to end a tenancy for the reasons enumerated therein. In this case, the Two Month Notice was issued on the basis that the Landlord intends to renovate the rental unit and that vacant possession is required.

I have considered the evidence and submissions of the parties. As noted above, the Landlord did not submit documentary evidence in response to the Application in support of the proposed renovations. However, even if the proposed renovation work was to proceed, I find there is insufficient evidence before me to conclude the Landlord

requires vacant possession. When the Tenant advised during the hearing that she was prepared to vacate the rental unit for a short time while the work was underway, J.P. could not confirm how long the renovation work would take. Accordingly, I find that the Two Month Notice is cancelled. The tenancy will continue until otherwise ended in accordance with the *Act*.

As the Tenant has been successful, I find she is entitled to recover the filing fee paid to make the Application. Accordingly, I order that the Tenant may retain \$100.00 from a future rent payment, at her discretion.

Conclusion

I order that the Two Month Notice is cancelled. The tenancy will continue until otherwise ended in accordance with the *Act*.

I order that the Tenant may retain \$100.00 from a future rent payment, at her discretion, in recovery of the filing fee paid to make the Application.

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: June 25, 2018

Residential Tenancy Branch