



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

**Dispute Codes**      OPL

### **Introduction**

This hearing dealt with the landlord's application for dispute resolution, seeking an order of possession for the landlord's use of the property. Both parties appeared and were provided the opportunity to present their evidence orally and in written and documentary form, and make submissions to me. The parties acknowledged receipt of evidence submitted by the other and gave affirmed testimony.

### **Issues to be Decided**

Has the landlord validly issued the notice to end tenancy and does the landlord have the necessary permits required by law to repair the unit? Do the repairs require the rental unit to be vacant?

### **Background and Evidence**

The tenancy started on August 15, 2012. A copy of the tenancy agreement was filed into evidence. The monthly rent is \$650.00 due on the first of each month.

The tenant testified that the landlord has served multiple notices to end tenancy for a variety of reasons. Prior to the notice to end tenancy for landlord's use of property, the landlord served a 30 day notice to end tenancy for cause. This notice was served on December 13, 2017. The tenant disputed the notice and a hearing date was set for February 09, 2018.

On January 30, 2018, the landlord served the tenant with another notice to end tenancy. This notice was for landlord's use of property. The tenant testified that since there was a hearing scheduled for February 09, 2018, she did not file a second application to dispute the latest notice to end tenancy.

The notice to end tenancy for landlord's use of property has an effective date of April 01, 2018. The reason the landlord gave the notice to the tenant is described as, the

landlord has all the necessary permits and approvals required by law to demolish or repair the rental unit in a manner that requires the unit to be vacant.

During the hearing, the landlord agreed that he had not filed copies of the permits into evidence but stated that he had provided the tenant with copies of the permits. The tenant denied having received copies of the permits that the landlord alleged he had in his possession. The tenant added that she had called the local municipal office and was informed that permits had not been applied for or granted.

### **Analysis**

The Act requires permits and approvals required by law, to be obtained prior to the landlord issuing the notice to end tenancy for this reason. In this case I find that the landlord failed to provide copies of the permits he stated he had in hand. Accordingly, I find that the notice to end tenancy must be set aside and the tenancy will continue.

### **Conclusion**

The landlord's application is dismissed. The notice to end tenancy is set aside and the tenancy will continue.

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 05, 2018

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Residential Tenancy Branch