



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNL-4M

### Introduction

This hearing was convened in response to an application by the Tenants for an order cancelling a notice to end tenancy for landlord's use 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.

### Issue(s) to be Decided

Is the notice to end tenancy valid for the stated reason?

Is the Tenant entitled to a cancellation of the notice to end tenancy?

### Background and Evidence

The following are agreed facts: The tenancy of a room in a hotel started on December 21, 2017. Prior to this date the Tenants were residing in a different room in the hotel since 2016. No security deposit was collected by the Landlord. On August 27, 2018 the Landlord served the Tenants with a four month notice to end the tenancy for landlord's use (the "Notice"). The reason stated on the Notice is that the Landlord will perform renovations or repairs that are so extensive that the unit must be vacant. The Notice indicates that no permits are required for the renovations. The details of the work to be done are set out in the Notice as follows: "Moisture and mold build up (walls and floors), sewer pipes breaking down, water valves too old."

The Tenant states that rent of \$900.00 is due before the 30<sup>th</sup> day of each month. The Landlord states that rent is payable every 30 days and can be variable. The Tenant states that they moved from the first room as it was being renovated.

The Landlord states that the renovations will include replacing the carpet, tearing down one or more walls, repainting all the walls, re-wiring the entire unit including installing new electrical wiring for wall lighting, removing and replacing the bathroom facilities, and replacing very old and leaking plumbing. The Landlord states that they do not require a permit for the room as it is in a hotel. The Landlord states that they do not need a permit as they have a contractor. The Landlord states that the Landlord could get the permit in a couple of days if needed for this hearing. The Landlord states that they have permits but do not know when they were issued. The Landlord states that the work is expected to be completed sometime between 6 and 8 weeks. The Landlord states that no other rooms are available for the Tenants as all the old rooms are full and the renovated rooms are not being rented on a monthly basis and are only rented as a regular hotel.

The Tenant agrees that the renovations will likely take 6 weeks. The Tenant states that his partner is over 75 years of age and that the Tenant is currently being treated for cancer. The Tenant states that for these reasons they cannot accommodate the Landlord's renovations while occupying the unit or by staying elsewhere for the duration. The Tenant states that the Landlord has not provided any evidence to the Tenant of having a permit for the work to be done.

### Analysis

Section 49(6)(b) 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.

The Notice does not set out the planned work and only sets out the problems with the unit. This indicates that the Notice was not completed as required. The Notice indicates that no permits are required and yet the Landlord gives evidence of extensive electrical wiring and plumbing work. The Landlord gave inconsistent evidence about whether or not the permits have been obtained or whether they are required. No copies of any permits were provided by the Landlord as evidence for this hearing. For these reasons I find on a balance of probabilities that the Landlord has not substantiated that the Notice is complete and has not substantiated that it has all the necessary permits and approvals required by law to carry out the planned renovations. As such I find that the Notice is not valid for its stated purpose and that the Tenant is therefore entitled to its cancellation. The tenancy continues.

#### Conclusion

The Notice is not valid and is cancelled

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: October 22, 2018

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Residential Tenancy Branch