



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding PODOLLAN CONSTRUCTION and  
[tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      CNL4 – M, FFT

### Introduction

This hearing was scheduled to deal with a tenant's application to cancel a *Four Month Notice to End Tenancy for Demolition, Renovation, Repair or Conversion of Rental Unit* ("4 Month Notice"). Both parties appeared or were represented at the hearing and had the opportunity to be make relevant submissions and to respond to the submissions of the other party pursuant to the Rules of Procedure.

### Issue(s) to be Decided

Should the 4 Month Notice be upheld or cancelled?

### Background and Evidence

The tenancy started in 2010 and the tenants are currently required to pay rent of \$782.00 on the first day of every month.

On March 19, 2019 the landlord personally served the tenants with the subject 4 Month Notice. On the second page of the 4 Month Notice the landlord did not indicate the reason for ending the tenancy in the space provided. Nor, did the landlord indicate whether permits had been obtained in the space required. However, in the space provided for describing the work that is planned, the landlord indicated the stairs and deck were to be replaced, the flooring was going to be replaced, and the rental unit repainted.

The landlord's agent testified that permits are required to perform the deck and stair replacement but that the necessary permits have not yet been obtained.

I informed the parties that the 4 Month Notice was issued pre-maturely since the required permits must be obtained before a 4 Month Notice may be served. Also, the 4 Month Notice was not duly completed. Accordingly, the 4 Month Notice before me was not valid or enforceable and I was cancelling it.

The parties had a brief discussion concerning the tenants' willingness to accommodate the landlord's efforts to repair and renovate the rental unit. The landlord stated that while the deck and stairs were being replaced the tenants would not have access to their unit for a minimum of five days. The tenants were of the belief that only one day would be required to accommodate the deck replacement; however, the tenants stated that they would be willing and able to accommodate should the deck and stair replacement take longer. I informed the parties that I would record the tenants' stated willingness to accommodate the landlord's repair and renovation efforts.

Statements were made with respect to the tenants' conduct toward the landlord. While I declined to hear further testimony on that matter since it was not relevant to the matter before me, I encouraged the parties to conduct themselves in a respectful and courteous manner going forward. I also encouraged the landlord to familiarize itself with *Residential Tenancy Policy Guideline 2. Ending a Tenancy: Landlord's Use of Property* before issuing another 4 Month Notice.

### Analysis

Where a landlord seeks to end a tenancy, the landlord must serve the tenant with a Notice to End Tenancy that is in the approved form and state the ground(s) for ending the tenancy. The landlord in this case used the correct form but did not duly complete it by indicating the reason for ending the tenancy by ticking one of the boxes on the form that corresponds to one of the permissible reasons for ending the tenancy under the Act. Also, the planned work described on the 4 Month Notice does not obviously correspond to one of the stated reasons for ending a tenancy and I do not amend the 4 Month Notice. Accordingly, I find the 4 Month Notice does not meet the requirements of section 52 of the Act.

Also of consideration is that 4 Month Notice to End Tenancy corresponds to section 49(6) of the Act and section 49(6) requires that the landlord obtain all necessary permits and approvals before serving the 4 Month Notice. In this case, the landlord acknowledged that permits are required to do the work the landlord seeks to accomplish but has not yet obtained the necessary permits. Accordingly, the 4 Month Notice before me was issued prematurely as the requirements of section 49(6) have not been met.

For the reasons indicated above, I granted the tenants' request for cancellation of the 4 Month Notice issued on March 19, 2019 and the tenancy continues at this time.

I award the tenants recovery of the \$100.00 filing fee they paid for this Application. The tenants stated that they pay rent by presenting a cheque to the landlord each month. Accordingly, I authorize the tenants to deduct \$100.00 from their next month's rent cheque and in doing so the landlord must consider the tenants to have paid their rent in full.

### Conclusion

The 4 Month Notice dated March 19, 2019 is cancelled and the tenancy continues at this time.

The tenants are authorized to deduct \$100.00 from their next month's rent to recover the filing fee they paid for this 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: May 14, 2019

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Residential Tenancy Branch