



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      CNL-4M

### Introduction

This hearing dealt with an Application for Dispute Resolution by the tenant) filed under the Residential Tenancy Act (the “Act”), to cancel a **Four Month Notice to End Tenancy for Demolition, Renovation, or Conversion to Another Use** (the “Notice”) issued on July 22, 2019.

Both parties appeared, gave affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross-examine the other party, and make submissions at the hearing.

In a case where a tenant has applied to cancel a Notice, Rule 7.18 of the Residential Tenancy Branch Rules of Procedure require the landlord to provide their evidence submission first, as the landlord has the burden of proving sufficient evidence to terminate the tenancy for the reasons given on the Notice.

I have reviewed all evidence and testimony before me that met the requirements of the rules of procedure. I refer only to the relevant facts and issues in this decision.

### Issues to be Decided

Should the Notice be cancelled?

### Background and Evidence

The parties agreed that the Notice was served on the tenant indicating that the tenant is required to vacate the rental unit on November 30, 2019.

The reason stated in the Notice was that:

- Perform renovations or repairs that are so extensive that the rental unit must be vacant.

The landlord testified that they are of the age of 77 years, and no longer can afford to maintain the premises due to limited income.

The landlord testified that they have not been able to afford the cost of house insurance and having the premises tenanted is putting the property at risk.

The landlord testified that they need to repair the roof and water system; however, as they have limited resources they have to rely upon the help of others, they have no idea when the work can be completed and may be over an extended period of time.

The landlord testified that they no longer want to be a landlord, due to their financial ability and age.

The tenant testified that the roof does need repairs and they have been doing patch work on the roof. The tenant stated that there was a problem with the water; however, that was repaired, and they have no issues or problems with the water and believe it is working prior to the repair.

### Analysis

Based on the above, the testimony and evidence, and on a balance of probabilities, I find as follows:

How to end a tenancy is defined in Part 4 of the Act. Section 49(6) of the Act a landlord may end a tenancy by giving notice to end the tenancy.

I have considered all of the written and oral submissions submitted at this hearing, I find that the landlord has not provided sufficient evidence to show that:

- Perform renovations or repairs that are so extensive that the rental unit must be vacant.

I accept the evidence of the landlord that the roof needs to be repaired and that they have limited resources; however, repairs to a roof does not require vacant possession.

I am also not satisfied that repairing a water line requires vacant possession of the rental premise. Further the evidence of the tenant was that the water that feeds their rental is working in a good manner.

While I accept the landlord does not want to be a landlord, due to their age and financial circumstance, that was not the reason the Notice was issued.

I find the evidence does not support the Notice was issued for the reasons stated. Therefore, I grant the tenant's application to cancel the Notice. The Notice has no force or effect. The tenancy will continue until legally ended in accordance with the Act.

### Conclusion

The tenant's' application to cancel the Notice, is granted.

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 28, 2019

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Residential Tenancy Branch