



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      OPL-4M  
                             CNL-4M LRE MNDCT PSF RP

### Introduction

This hearing was convened by way of conference call concerning applications made by the landlord and by the tenant. The landlord has applied for an Order of Possession for demolition, renovation, repair or conversion of the rental unit. The tenant has applied for an order cancelling a Four Month Notice to End Tenancy For Demolition, Renovation, Repair or Conversion of Rental Unit, as well as the following relief:

- an order limiting or setting conditions on the landlord's right to enter the rental unit;
- a monetary order for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement;
- an order that the landlord provide services or facilities required by the tenancy agreement or the law; and
- for an order that the landlord make repairs to the rental unit or property.

The landlord was represented at the hearing by his wife, who testified and acted as agent for the landlord. The tenant also attended the hearing with an Advocate. The parties each gave affirmed testimony and the tenant called 1 witness who also gave affirmed testimony. The parties were given the opportunity to question each other and the witness, and to give submissions.

At the commencement of the hearing, I advised the parties that the Residential Tenancy Rules of Procedure require that multiple applications contained in a single application for dispute resolution must be related. In this case, I found that the primary applications deal with a notice to end the tenancy, and the balance of the tenant's application is not related. Therefore, I dismissed the balance of the tenant's application with leave to reapply. I have made no findings of fact or law with respect to the merits of those matters.

No issues with respect to service or delivery of documents or evidence were raised, and all evidence provided has been reviewed and is considered in this Decision.

Issue(s) to be Decided

The issue remaining to be decided is:

- Has the landlord established that the Four Month Notice to End Tenancy For Demolition, Renovation, Repair or Conversion of Rental Unit was issued in accordance with the *Residential Tenancy Act*, or should it be cancelled?

Background and Evidence

**The landlord's agent** testified that she and her spouse purchased the rental property in September, 2016 and the tenant was already residing in the rental unit. Rent is currently \$840.00 per month, payable on the 1<sup>st</sup> day of each month and there are no rental arrears. The landlord holds a security deposit, but the landlord's agent is not aware of the amount.

The rental unit is a single family dwelling on an 80 acre ranch with 4 houses. The main house is occupied by the landlord and the landlord's family, and the landlord has issued notices to end the tenancies for the other 3 units, including this rental unit. One of the homes was vacated by the tenant 3 days prior to this hearing, and the other disputed the Notice given and a hearing is scheduled for later this week.

The landlord is away working a lot, and the landlord's agent works full time and they have children. The property is a working ranch with horses, cattle, pigs and hay during summer months. The landlord's agent is not able to keep up with all of the maintenance and plans for the property for which the landlord has obtained permits, but does not wish to disclose what the permits are for. Fences had to be replaced, and that work continues. The landlord also needs help preparing fields for hay and taking care of animals and chores need to be done. The tenants don't help.

The property is in the ALR, and it is the understanding of the landlord that such properties that have multiple homes are designed for caretakers or immediate family. The landlord has hired a young fellow to help and needs at least 5 or 6 helpers to do what the landlord plans. A crew has been hired and 3 employees will be moving onto the property from the Lower Mainland. This is a 3 bedroom house, and the landlord needs all 3 houses vacant because the workers each need their own place to live. Only 1 unit is vacant now. Also, the tenant makes complaints about lack of maintenance, but the landlord does maintain and the landlord's agent needs help with machinery, repairs and other chores.

On August 13, 2019 the tenant was served with a Four Month Notice to End Tenancy For Demolition, Renovation, Repair or Conversion of Rental Unit, and a copy has been provided for this hearing. It is dated August 13, 2019 and contains an effective date of vacancy of December 31, 2019. The reason for issuing it states “to convert the rental unit for use by a caretaker, manager or superintendent of the residential property.”

**The tenant** testified that she moved onto the property 22 years prior to the current landlord purchasing it. The tenant has a tenancy agreement made with the previous owner on a month-to-month basis. There is no conversion required in this rental unit.

The tenant further testified that good faith is in question; there’s only about 10 or 15 cattle, a couple of pigs and 2 horses – not a working ranch. The number of animals does not justify all 3 houses to be vacated and all the caretakers described by the landlord’s agent. The tenant has 2 horses on the property and the landlord requested more money, but the tenant refused and was given the notice to end the tenancy.

**The tenant’s witness** testified that she is also a tenant on the property and disputed the notice to end the tenancy she was given by the landlord. The witness didn’t realize it would take so long for the water issue to be fixed, and decided it would be safer to move out. The witness will be withdrawing the application and will be vacating the rental unit at the end of December, 2019.

**Submissions of the Tenant’s Advocate:** The tenant’s Advocate submits that a Four Month Notice to End Tenancy For Demolition, Renovation, Repair or Conversion of Rental Unit is not appropriate. The rental unit does not require renovation, repair or conversion.

**Submissions of the Landlord’s Agent:** Ranch hands are needed and permits are in place. The plans are quite large, and the more hands the landlord has, the better. All units are required for the caretakers; the landlord’s agent cannot do it on her own.

### Analysis

Where a tenant disputes a notice to end a tenancy given by a landlord the onus is on the landlord to establish that it was given in accordance with the *Residential Tenancy Act*, which can include the reason(s) for issuing it, and in the case of a 4 month notice to end the tenancy, the landlord must demonstrate good faith intent to use the rental unit for the purpose contained in that notice. In this case, the reason for issuing it and good faith intent are in dispute.

The reason stated in the Notice states: "I am ending your tenancy because I am going to convert the rental unit for use by a caretaker, manager or superintendent of the residential property." The tenant questions good faith intent and has provided a copy of Residential Tenancy Policy Guideline #2B – Ending a Tenancy to Demolish, Renovate, or Convert a Rental Unit to a Permitted Use.

The landlord has issued similar notices to end 2 other tenancies on the property. One has moved out and the other was given to the witness who testified that she is vacating the rental property on December 31, 2019. I have no evidence to satisfy me that 3 homes are required for ranch hands.

Further, to convert a rental unit means to renovate, change or transform the rental unit, and in this case to a caretaker unit. The landlord's agent testified that permits have been obtained but refused to provide any information about those permits. In order to be successful, the landlord must provide evidence.

However, in this case, the landlord does not wish to convert the rental unit to a non-residential use, but to provide the rental unit to employees or caretakers. I refer to the Residential Tenancy website which sets out requirements in the *Act*:

Section 49 of the *Residential Tenancy Act* establishes three basic requirements to end a tenancy for renovations or repairs:

1. the landlord must have the necessary permits and approvals before giving notice to end tenancy
2. the landlord must intend, in good faith, to renovate or repair the rental unit
3. the renovations or repairs must be so extensive that they require the rental unit to be vacant

If the above requirements are met, a landlord can give the tenant a Four Month Notice to End Tenancy.

The landlord testified that permits have been obtained to convert the rental unit to a caretaker unit, but does not want to provide information about the intent to the tenant and has not provided any permits. In the absence of such information I cannot be satisfied that the permits were obtained prior to the issuance of the notice to end the tenancy. Therefore, I am not satisfied that the landlord has established good faith intent or that necessary permits were obtained prior to the issuance of the notice to end the tenancy.

For those 2 reasons (no evidence to satisfy me that 3 homes are required, and failure to provide permits), the landlord's application for an Order of Possession is dismissed and I cancel the notice to end the tenancy.

### Conclusion

For the reasons set out above, the landlord's application is hereby dismissed.

The Four Month Notice to End Tenancy For Demolition, Renovation, Repair or Conversion of Rental Unit dated August 13, 2019 is hereby cancelled and the tenancy continues.

The balance of the tenant's application is dismissed with leave to reapply.

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: November 18, 2019

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Residential Tenancy Branch