



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding ROYAL CANADIAN LEGION B 237  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      CNL-4M, DRI, PSF, OLC, RR, RP, FFT

### Introduction

The tenant applies to cancel a four month Notice to End Tenancy given based on the landlord's assertion in the Notice that it plans for extensive renovation work on the rental unit and that vacant possession will be required in order for it to accomplish that work. He also applies for a variety or relief related to his occupancy of a rental unit he claims to be in dire need of significant repair. The claim was brought August 24 and was given a priority hearing date because the tenant is seeking to cancel the Notice.

Both parties attended the hearing, the landlord by its representative VK, and were given the opportunity to be heard, to present sworn testimony and other evidence, to make submissions, to call witnesses and to question the other. Only documentary evidence that had been traded between the parties was admitted as evidence during the hearing.

The tenant's claims for a compliance order, a rent reduction, a repair order, an order that the landlord provide services or facilities and the dispute of a purported rent increase are all claims unrelated to the application to cancel the four month Notice. I exercise my power under Rule 2.3 of the Rules of Procedure and dismiss all but the tenant's challenge to the four month Notice and his request to recover this filing fee. I grant him leave to re-apply.

The tenant has made another application, to cancel a ten day Notice to End Tenancy, given for an alleged non-payment of rent (file number shown on cover page of this decision). The tenant should inquire of the Residential Tenancy Branch whether it is possible to have his dismissed claims heard at the same time as the hearing scheduled for his second application.

Issue(s) to be Decided

Is the four month Notice a valid notice? Does the landlord have a firm plan to renovate this rental unit and is vacant occupation required in order to carry out that renovation?

Background and Evidence

The rental unit is a two bedroom cabin according to the tenant; a two-bedroom cottage according to VK. There is no written tenancy agreement. The tenant took possession of the rental unit five or five and a half years ago. The rent has been \$500.00 per month, however, due to the Covid epidemic the rent was lowered to \$250.00 earlier this year. The landlord has purported to return the rent to \$500.00 and the tenant has objected. The landlord does not hold any deposit money.,

It is clear that the rental is very old, perhaps over 70 years. It is of wooden construction and its insulation qualities are dubious. The roof is in significant disrepair. The landlord's representative is of the view that the roof trusses are likely rotten and that the roof likely needs replacement. VK asserts there is mould present inside the rental unit. She has had a quote of \$8000 to \$9000 for roof replacement and says the landlord does not have the money to do it presently. She indicates that repairs will have to be done over an extended period.

The Notice itself is in the standard form #RTB-29. The landlord checked off the box in the form to indicate that it is ending the tenancy because it is going to

Perform renovations or repairs that are so extensive that the rental unit must be vacant, indicate how many anticipated weeks/months **(please circle one)** the unit is required to be vacant.

This reason for ending a tenancy is a lawful reason under s. 49(6) of the *Residential Tenancy Act* (the "RTA").

The landlord did not indicate in the Notice nor in any external document attached to it how many anticipated weeks or months the unit would be required to be vacant.

The Notice form also requires a landlord to indicate that either it has obtained all permits and approvals required by law to do the work (with details of the permits) or that no permits and approvals are required by law to do the anticipated work. The landlord did not complete that portion of the Notice form served on the tenant.

### Analysis

It is apparent that at this point in time the landlord does not know what it intends to do with the cottage/cabin if the tenancy ends. VK indicates it may be best to simply demolish it.

I find that this Notice is not a valid Notice to End Tenancy and I cancel it.

The intended work, the estimated length of work, the existence and description of permits and approvals or the declaration that no permits or approvals are required are all essential details for a tenant to know in order to establish that vacant possession is indeed necessary for the work to be completed.

The absence of those details renders the Notice ineffective to end the tenancy.

### Conclusion

The tenant's application to cancel the four month Notice is allowed. The tenant is entitled to recover the \$100.00 filing fee for this application and I authorize him to reduce his next rent due by \$100.00 in full satisfaction of the fee.

The landlord is free to issue another Notice once it has made a definite decision about what is to happen at this rental unit and is thus able to issue a fully completed Notice form.

This decision was rendered orally at hearing and is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *RTA*.

Dated: October 06, 2020

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Residential Tenancy Branch