



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNL, OLC, FF

Introduction

This hearing dealt with an application by the tenant pursuant to sections 49, 62 and 72 of the *Residential Tenancy Act*. The tenant applied to cancel a four-month notice to end tenancy, for an order directing the landlord to comply with the *Act* and for the recovery of the filing fee.

Both parties attended this hearing and were given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses. The corporate landlord was represented by their agents and the tenant was accompanied by her advocate.

As both parties were in attendance, I confirmed service of documents. The parties confirmed receipt of each other's evidence. I find that the parties were served with evidentiary materials in accordance with sections 88 and 89 of the *Act*.

Issues to be decided

Has the landlord validly issued the notice to end tenancy and does the landlord have the necessary permits required by law?

Background and Evidence

The background facts are generally undisputed. The tenancy started on October 01, 2011. The monthly rent is \$1,200.00 due in advance on the first day of the month. On August 20, 2020, the landlord served the tenant with a four-month notice to end tenancy for demolition, renovation, repair or conversion of a rental unit. The reason for the notice was that the landlord intends to demolish the rental unit. The tenant disputed the notice in a timely manner. The effective date of the notice is December 31, 2020.

The tenant referred to a prior 4-month notice to end tenancy that she had disputed, and this matter was heard on June 23, 2020. In a decision dated July 02, 2020, the notice was set aside, as the landlord did not have a demolition permit in hand at the time, he served the tenant with the notice to end tenancy.

The landlord agreed that at the time he served the tenant with the 4-month notice to end tenancy on February 20, 2020, he had an approval from the local Municipality to demolish the rental unit but did not have the permit in hand.

The landlord testified that as of August 19, 2020 he was granted a permit and made payment on August 20, 2020. The Municipality printed the receipt of payment on the permit. The tenant stated that the document filed into evidence by the landlord was not a demolition permit but was a receipt for payment made for a demolition permit. The tenant also testified that the landlord's intention was to develop a multi housing complex but did not file into evidence, any permits for further development.

Analysis

Based on the sworn testimony of both parties, I find that the tenant received the 4month notice to end tenancy for demolition, renovation, repair or conversion of a rental unit, on August 20, 2020 and applied to dispute the notice within the legislated time frame of 30 days.

Section 49(6)(a) of the *Residential Tenancy Act* allows a landlord to end a tenancy to demolish a rental unit and states 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 demolish the rental unit. Demolition of the rental unit means the complete and irreversible destruction of the rental unit.

In this case the tenant argued that the document filed by the landlord into evidence is not a demolition permit but is a receipt for payment. I must now decide whether the evidence filed by the landlord is a valid permit for demolition or merely a receipt for payment for the demolition permit.

Upon review of the document filed into evidence by the landlord, I find that this document has all the markings of an official document issued by the local municipality to enable the landlord to demolish the rental unit. Therefore, I must uphold the notice to end tenancy.

Section 52 of the *Residential Tenancy Act* describes the form and content of a notice to end tenancy as follows:

Form and content of notice to end tenancy

52 In order to be effective, a notice to end a tenancy must be in writing and must

- (a) be signed and dated by the landlord or tenant giving the notice,
- (b) give the address of the rental unit,
- (c) state the effective date of the notice,
- (d) except for a notice under section 45 (1) or (2) *[tenant's notice]*, state the grounds for ending the tenancy,
 - (d.1) for a notice under section 45.1 *[tenant's notice: family violence or long-term care]*, be accompanied by a statement made in accordance with section 45.2 *[confirmation of eligibility]*, and
- (e) when given by a landlord, be in the approved form.

55 (1) If a tenant makes an application for dispute resolution to dispute a landlord's notice to end a tenancy, the director must grant to the landlord an order of possession of the rental unit if

- (a) the landlord's notice to end tenancy complies with section 52 *[form and content of notice to end tenancy]*, and
- (b) the director, during the dispute resolution proceeding, dismisses the tenant's application or upholds the landlord's notice.

Based on the sworn testimony of the landlord and the documents filed into evidence, I find that the landlord served the tenant with a notice that is in compliance with section 52 of the *Residential Tenancy Act*. I further find that the landlord had a demolition permit in hand when he served the tenant with the 4-month notice to end tenancy and therefore, I uphold the notice to end tenancy dated August 20, 2020.

Under the provisions of section 55, I must issue an order of possession when I have upheld a notice to end tenancy. Accordingly, I so order. Pursuant to section 55(2), I am issuing a formal order of possession effective December 31, 2020. Should the tenant fail to comply with the order, the order may be filed in the Supreme Court of British Columbia and enforced as an order of that Court.

Since the tenant has not proven her case, she must bear the cost of filing her application.

Conclusion

The tenant's application is dismissed.

The notice to end tenancy is upheld and I grant the landlord an order of possession effective by **1:00 pm on December 31, 2020**.

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 19, 2020

Residential Tenancy Branch