



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding RK Builders Ltd and [tenant
name suppressed to protect privacy]

DECISION

Dispute Codes CNL, MNDCT

Introduction

This hearing was convened in response to an application by the Tenants pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. An Order cancelling a notice to end tenancy - Section 49; and
2. A Monetary Order for compensation - Section 67.

The Parties were each given full opportunity under oath to be heard, to present evidence and to make submissions.

Issue(s) to be Decided

Are the Tenants entitled to a cancellation of the notice to end tenancy?

Are the Tenants entitled to the compensation claimed?

Background and Evidence

The following are agreed or undisputed facts: the tenancy under written agreement started on July 1, 2013. Rent of \$1,530.00 is payable on the first day of each month. At the outset of the tenancy the landlord collected \$650.00 as a security deposit. ON November 25, 2020 the Tenants received from the landlord, the owner at the time, a two-month notice to end tenancy for landlord’s use dated November 25, 2020 (the “Notice”). The effective date of the Notice is January 31, 2021. The reason stated on the Notice is that the purchaser or a close family member of the purchaser will occupy the unit. A letter certifying this occupation was provided with the Notice. The unit is the

lower unit of a duplex. The duplex is attached to another duplex also with a lower and upper part. The Tenants provide a copy of the Notice.

The current owning Landlord (the "Landlord") states that the unit and the upper half of the duplex was purchased by the Landlord and its father with a possession date of December 22, 2020. The Landlord states that it is currently occupying the upper half of the duplex. The Landlord states that they intend to occupy the unit along with the upper part and that the parents of the Landlord's spouse will also be living in the combined duplex. The Landlord states that the only separation between the upper part and the unit is the laundry room.

The Tenant states that it believes the Landlord will be undergoing extensive renovations to the unit as the Landlord's same family has been making extensive renovations to the other duplex for the past 5 weeks . The Landlord states that it intends to give the unit a "facelift" with new paint, appliances and flooring. The Landlord states that no structural changes will be made, and nothing will be done that requires permits. The Landlord confirms that the other duplex is owned by its father and brother and that similar renovations are being done. The Landlord states that the renovations to the other duplex are taking time as the work is being done around employment commitments.

The Tenant states that its claim for compensation is for the costs of moving that will be incurred as a result of the Landlord ending the tenancy,

Analysis

Section 49(5) of the Act provides that A landlord may end a tenancy in respect of a rental unit if

- (a) the landlord enters into an agreement in good faith to sell the rental unit,
- (b) all the conditions on which the sale depends have been satisfied, and
- (c) the purchaser asks the landlord, in writing, to give notice to end the tenancy on one of the following grounds:

- (i) the purchaser is an individual and the purchaser, or a close family member of the purchaser, intends in good faith to occupy the rental unit;
- (ii) the purchaser is a family corporation and a person owning voting shares in the corporation, or a close family member of that person, intends in good faith to occupy the rental unit.

It is undisputed that the Notice included the certification that the purchaser will occupy the unit and as there is no evidence that the purchaser will not occupy the unit. Further given the Landlord's evidence of its intention to reside in the unit along with the upper unit as a whole residence, along with the Landlords in-laws, I find that the Tenants have not substantiated bad faith on the part of the Landlord in ending the tenancy. While the Tenant's gives evidence of renovations to the other duplex as evidence of the Landlord's intention to make renovations to the unit, given the Landlord's undisputed evidence of the type of renovations being done to the duplex and to be done to the unit I accept that these are primarily cosmetic in nature and not extensive renovations for which the unit is required to be empty. I also consider that the evidence of the planned work to the unit is not evidence that the Notice is not valid. For these reasons I find that the Notice is valid. The Tenants' claim to cancel the Notice is dismissed.

Section 55(1) provides that if a tenant makes an application for dispute resolution to dispute a landlord's notice to end a tenancy, an order of possession must be granted to the landlord if, the notice to end tenancy complies in form and content and the tenant's application is dismissed or the landlord's notice is upheld. Section 52 of the Act provides that 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, and
- (e) when given by a landlord, be in the approved form.

Given the supporting evidence of a copy of the Notice I find that the Notice complies in form and content. As the Notice has been found valid, I grant the Landlord an order of possession.

Section 7 of the Act provides that where a landlord does not comply with the Act, regulation or tenancy agreement, the landlord must compensate the tenant for damage or loss that results. Given the undisputed evidence that the Landlord ended the tenancy as allowed under the Act and as the Tenants' claim is for moving expenses as a result of having received the Notice, I find that the Tenants have not substantiated that the Landlord did not comply with the Act causing a loss to the Tenants and I dismiss the Tenants' claim for compensation.

Conclusion

I grant an Order of Possession to the Landlord effective two days after service on the Tenants. The Tenants must be served with this **Order of Possession**. Should the Tenants 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.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the Act.

Dated: March 08, 2021

Residential Tenancy Branch