



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNL-4M, OLC

### Introduction

On April 21, 2021, the Tenant submitted an Application for Dispute Resolution under the *Residential Tenancy Act* (the “Act”) requesting to cancel a Four Month Notice to End Tenancy for Demolition, and for an order for the Landlord to comply with the Act. The matter was set for a participatory hearing via conference call.

The Landlord, the Tenant and the Tenant’s Advocate attended the hearing and provided affirmed testimony. They were provided the opportunity to present their relevant oral, written and documentary evidence and to make submissions at the hearing. The parties testified that they exchanged the documentary evidence that I have before me. As such, I find that the evidence before me is admissible for this hearing.

### Preliminary Matter

I determined that the issue related to ordering the Landlord to comply with the Act was not related to the main issue in the dispute and was severed as per *Rules of Procedure 2.3 - Related Issues*.

### Issues to be Decided

Should the Four Months’ Notice to End Tenancy for Demolition, dated April 28, 2021 (the “Four Month Notice”), be cancelled, in accordance with section 49 of the Act?

If the Four Month Notice is not cancelled, should the Landlord receive an Order of Possession, in accordance with section 55 of the Act?

### Background and Evidence

I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Both parties agreed to the following terms of the tenancy:

The month-to-month tenancy began sometime in 1998 or 1999. There is no written tenancy agreement. The monthly rent is \$250.00. The Landlord did not collect a security deposit.

The Landlord testified that she needs to end the tenancy as the rental unit is considered non-conforming and as such, she cannot insure the property and, as the rental unit is on her property, cannot obtain insurance on her own home.

The Landlord submitted a copy of the Four Month Notice that was dated and personally served to the Tenant on April 28, 2021. The effective date on the Four Month Notice is for August 31, 2021, and notes that the reason for the end of tenancy is that the Landlord intends to demolish the rental unit and has obtained all permits and approvals required by law to do this work.

The Landlord submitted a copy of a Building Permit. Although it appears that the permit was paid for, the Landlord acknowledged that there is no valid date for the permit, no address for the rental unit and no signatures.

The Tenant stated that he wished to keep living in the rental unit and that the Four Month Notice should be cancelled.

### Analysis

Section 49(6) of the Act states that a landlord may end a tenancy if the landlord has all the necessary permits and approvals required by law and intends, in good faith, to demolish the rental unit.

When ending a tenancy under section 49(6) of the Act, a landlord must have all necessary permits and approvals that are required by law before they give the tenant notice. If a notice is disputed by the tenant, the landlord is required to provide evidence of the required permits or approvals.

In this case, by the Landlord's own admission, she did not have the necessary permit to demolish the rental unit. As a result, I find that the Landlord failed to provide sufficient

evidence that she had all the necessary permits and approvals required by law; therefore, I find that the Four Month Notice is invalid.

I find that the Tenant was successful with their Application to cancel the Four Month Notice and that an Order of Possession will not be issued to the Landlord in this case.

### Conclusion

I order that the Four Months' Notice to End Tenancy for Demolition, dated April 28, 2021 (the "Four Month Notice"), be cancelled, in accordance with section 49 of the Act.

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: August 25, 2021

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Residential Tenancy Branch