



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding City of Vernon
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNL 4M MNDC FF

Introduction

This hearing was convened as a result of the Tenant's Application for Dispute Resolution. A hearing by telephone conference was held on February 28, 2022. The Tenant applied for multiple remedies, pursuant to the *Residential Tenancy Act* (the "Act").

Both parties attended the hearing and provided affirmed testimony. All parties were provided the opportunity to present evidence orally and in written and documentary form, and to make submissions to me. Both parties confirmed receipt of each other's documentary evidence.

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

Preliminary and Procedural Matters

The Tenant applied for multiple remedies under the *Act*, a number of which were not sufficiently related to one another.

Section 2.3 of the Rules of Procedure states that claims made in an Application must be related to each other and that arbitrators may use their discretion to dismiss unrelated claims with or without leave to reapply.

After looking at the list of issues before me at the start of the hearing, I determined that the most pressing and related issues deal with whether or not the tenancy is ending. As

a result, I exercised my discretion to dismiss all of the grounds the Tenants applied for, with leave to reapply, with the exception of the following claims:

- to cancel the 2 Month Notice to End Tenancy for Landlord's Use of the Property (the Notice)

Issues to be Decided

- Should the Notice be cancelled?
 - If not, is the landlord entitled to an Order of Possession?

Background and Evidence

The Tenant acknowledged receiving the Notice on or around September 17, 2021. The Notice indicates the landlord is ending the tenancy because they are going to demolish the rental unit. Under the relevant portion of the Notice, the Landlord listed the permit numbers, and date of issuance.

The Landlord stated that they (the City of Vernon), bought this property in August of 2021, and decided that they wanted to demolish this rental unit so that the land can be used in a different manner as a municipal resource. The Landlord provided a copy of the demolition permit, which is the only permit required to do this work, that was issued on September 16, 2021, the day before the Notice was issued.

The Tenant stated she had negative interactions with the previous owner and they feel they were misled into thinking she may be able to stay living in the rental unit. However, when the city bought the land, she became aware that they wanted to demolish her rental unit. The Tenant stated she does not have any place to move to at this time.

Analysis

In the matter before me, the Landlord has the onus to prove that the reason in the Notice is valid and that they intend in good faith to perform the stated purpose on the Notice.

I find the tenant was duly served with the Notice on September 17, 2021. The Notice was served pursuant to section 49(6)(a) of the *Act* which reads:

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 do any of the following:

- a) **demolish the rental unit;**
- b) [repealed]
- c) convert the residential property to strata lots under the Strata Property Act;
- d) convert the residential property into a not for profit housing cooperative under the Cooperative Association Act;
- e) convert the rental unit for use by a caretaker, manager or superintendent of the residential property;
- f) convert the rental unit to a non-residential use.

Residential Tenancy Policy Guideline # 2b - Ending a Tenancy to Demolish, Renovate, or Convert a Rental unit to a Permitted Use, states as follows:

B. PERMITS AND APPROVALS REQUIRED BY LAW

When ending a tenancy under section 49(6) of the RTA or 42(1) of the MHPTA, a landlord must have all necessary permits and approvals that are required by law before they can 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.

The permits or approvals in place at the time the Notice to End Tenancy is issued must cover an extent and nature of work that objectively requires vacancy of the rental unit. The onus is on the landlord to establish evidence that the planned work which requires ending the tenancy is allowed by all relevant statutes or policies at the time that the Notice to End Tenancy is issued.

Having reviewed the totality of this situation, I find the Landlord has provided sufficient evidence that they had all the permits and approvals required, prior to issuing the Notice. The permits for demolition were issued on September 16, 2021, and the Notice was issued the next day. I accept that this is purely a demolition, and that only a demolition permit is required. I do not find the Tenants interactions with the previous owner, prior to the sale in August 2021, are relevant to my determinations about the merits of this Notice, and whether this Landlord, and current owner, is acting in good faith and has the required permits in place. I find the Landlord has sufficiently demonstrated their good faith intentions, and that they have the necessary permits to

perform the work, which requires the Tenant to move out. I hereby dismiss the Tenant's application to cancel the Notice, in full. The tenancy is ending.

Under section 55 of the *Act*, when a Tenant's application to cancel a Notice to end tenancy is dismissed and I am satisfied that the Notice to end tenancy complies with the requirements under section 52 regarding form and content, I must grant the Landlord an order of possession.

I find that the Notice complies with the requirements of form and content and the Landlord is entitled to an order of possession. Since the effective date of the Notice has passed, I find the Landlord is entitled to an order of possession effective 2 days after it is served.

As the Tenant was not successful with her application, I dismiss her claim to recover the cost of the filing fee.

Conclusion

The Tenant's application to cancel the Notice is dismissed.

The Landlord is granted an order of possession effective **two days after service** on the Tenant. This order must be served on the Tenant. If the Tenant fails to comply with this order the Landlord may file the order with the Supreme Court of British Columbia and be 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 *Residential Tenancy Act*.

Dated: February 28, 2022

Residential Tenancy Branch