



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes **PFR**

Introduction

This hearing dealt with the Landlords' application pursuant to the *Residential Tenancy Act* (the "Act") for an Order ending the tenancy and an Order of Possession of the rental unit for renovations pursuant to Section 49.2 of the Act.

The hearing was conducted via teleconference. One Landlord, their Agent, and one Tenant attended the hearing at the appointed date and time. Both parties were each given a full opportunity to be heard, to present affirmed testimony, to call witnesses, and make submissions.

Both parties were advised that Rule 6.11 of the Residential Tenancy Branch (the "RTB") Rules of Procedure prohibits the recording of dispute resolution hearings. Both parties testified that they were not recording this dispute resolution hearing.

The Landlord testified that they served the Tenants with the Notice of Dispute Resolution Proceeding package on August 16, 2022 by Purolator Express Envelope (the "NoDRP package"). The Landlord referred me to the Purolator Express PIN submitted into documentary evidence as proof of service. I noted the Purolator Express PIN on the cover sheet of this decision. The Tenant in the hearing confirmed receipt of the package. I find the Tenants were deemed served with the Landlords' NoDRP package five days after mailing them on August 21, 2022 in accordance with Sections 89(1)(c) and 90(a) of the Act.

Issue to be Decided

Are the Landlords entitled to an Order ending the tenancy and an Order of Possession of the rental units for renovations?

Background and Evidence

I have reviewed all written and oral evidence and submissions before me; however, only the evidence and submissions relevant to the issues and findings in this matter are described in this decision.

The parties confirmed that this periodic tenancy began on October 1, 2014. Monthly rent is \$1,400.00. A security deposit of \$700.00 and a pet damage deposit of \$700.00 were collected at the start of the tenancy and are still held by the Landlord.

The Landlord testified that the front area of the home was being remodelled ultimately to be added to the upstairs rental unit which is the space that the Tenant who attended the hearing resides. The Agent said while doing some preliminary remodel work, the city came by to look at the electrical and plumbing work and told them that the Landlords need permits for that work being done. After that, inspections would be done on the electrical and plumbing work.

The Landlords' Agent spoke to the city building department and they needed to get architectural drawings made to turn the three-bedroom unit into a four-bedroom unit. The architectural drawings are completed and that is how the Landlords were able to get the building permit for the home. The Landlords' Agent continued and stated that structural components will be altered, new plumbing and electrical will be re-routed and after each section is completed, the city will come in and advise if the work is passed or not. The Landlords' Agent stated that the city has asked them to follow these procedures for the downstairs and upstairs units.

The Landlords' Agent said the home is older and the Landlords wanted to update it in accordance with the city building department. He said the city is asking the Landlords to do the work now, and this is the reason they need these tenancies to end. The renovations cannot be done one room at a time, the whole house must be empty for the work to begin. The renovation timeframe is upwards of two months of work.

The Tenant testified that the Landlords have done many renovations over the years. Beginning in 2014, the kitchen was updated, in 2015, the bathroom was renovated, all doors were changed, and a new roof was installed. In 2016, a larger hot water tank was installed. In 2017, the furnace was replaced. In 2018, all the windows were upgraded to double-glazed windows. In 2019, the Landlord wanted to make the downstairs into two suites. Part of the downstairs belonged to the upstairs Tenant, but the Landlord took it back. The back suite was completed and that is where the second Tenant who did not attend this hearing resides. The Tenant stated all the major work was completed downstairs, and she is sure that the back Tenant will not be moving out and is the reason he did not attend this hearing.

Analysis

The standard of proof in a dispute resolution hearing is on a balance of probabilities, which means that it is more likely than not that the facts occurred as claimed. The onus to prove their case is on the person making the claim.

Section 49.2 of the Act sets out the circumstances that apply for granting an end of tenancy and an Order of Possession for renovations. It states:

Director's orders: renovations or repairs

- 49.2 (1)** *Subject to section 51.4 [tenant's compensation: section 49.2 order], a landlord may make an application for dispute resolution requesting an order ending a tenancy, and an order granting the landlord possession of the rental unit, if all of the following apply:*
- (a) the landlord intends in good faith to renovate or repair the rental unit and has all the necessary permits and approvals required by law to carry out the renovations or repairs;*
 - (b) the renovations or repairs require the rental unit to be vacant;*
 - (c) the renovations or repairs are necessary to prolong or sustain the use of the rental unit or the building in which the rental unit is located;*
 - (d) the only reasonable way to achieve the necessary vacancy is to end the tenancy agreement. (emphasis mine)*

The Landlord has the required building permit and I find that they do intend to renovate the rental units within the home. The Landlords' evidence is that city requires the home to be completely vacant, I find this to be a credible statement. The Tenant testified that the Landlords have completed extensive renovations in the rental unit and the downstairs unit beginning in 2014 with renovations in the kitchen, bathroom renovations, changing of all doors, and a new roof installation in 2015. In 2016, a larger hot water tank was installed. In 2017, the furnace was replaced. In 2018, all the windows were upgraded to double-glazed windows. The Landlords' Agent stated the necessity is the Landlords want to update the home. I do not find this a credible statement considering all the work that has been completed since 2014. I find a desired update is not necessary to prolong or sustain the use of the rental unit or the building in which the rental unit is located pursuant to Section 49.2 of the Act.

Based on the totality of the evidence from both parties, I find the Landlords have not proven on a balance of probabilities that this tenancy must end for renovations or repairs. The tenancy will continue until ended in accordance with the Act.

Conclusion

The Landlords' application is dismissed.

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: October 06, 2022

Residential Tenancy Branch