



DECISION

Introduction

The Landlord seeks an order under s. 49.2 of the *Residential Tenancy Act* (the “Act”) to end the tenancy and grant an order of possession to undertake renovations or repairs to the rental unit.

A.M. attended as the Landlord. The Tenant did not attend the hearing.

The Landlord affirmed to tell the truth during the hearing. I advised of Rule 6.11 of the Rules of Procedure, in which the participants are prohibited from recording the hearing. I further advised that the hearing was recorded automatically by the Residential Tenancy Branch.

Service of the Application and Evidence

The Landlord testified that he personally served the Tenant with his application and evidence on January 16, 2025. The Landlord’s evidence contains a letter dated January 21, 2025, though the Landlord emphasized that this is misdated and that it too was served with the evidence on January 16, 2025. As proof of service, the Landlord has submitted a form signed by the Tenant where he acknowledges receipt of materials on January 16, 2025.

Accepting the Landlord’s undisputed evidence with respect to service, I find that his application and evidence were served in accordance with ss. 89(1) and 88 of the *Act* and received by the Tenant on January 16, 2025.

As I accept the Tenant was properly served, the hearing proceeded in his absence as permitted by Rule 7.3 of the Rules of Procedure.

Issue to be Decided

- 1) Is the Landlord entitled to orders ending the tenancy and granting him possession of the rental unit to undertake renovations or repairs?

Evidence and Analysis

I have reviewed all evidence, including the testimony of the parties, but will refer only to what I find relevant for my decision

General Background

The Landlord confirmed the following details with respect to the Tenant's tenancy:

- The Tenant has resided in the rental unit since before he purchased the residential property approximately 10 years ago.
- Rent of \$650.00 is due on the first day of each month.

I have not been provided with a copy of a written tenancy agreement, though I accept the details of the tenancy as testified to by the Landlord.

1) Is the Landlord entitled to orders ending the tenancy and granting him possession of the rental unit to undertake renovations or repairs?

Pursuant to s. 49.2(1) of the *Act*, a landlord may make an application seeking an order to end a tenancy, and an order of possession, by demonstrating the following:

- 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; and
- d. the only reasonable way to achieve the necessary vacancy is to end the tenancy agreement.

If all the criteria set out above have been demonstrated by the landlord, I must grant an order of possession under s. 49.2(3) of the *Act*.

If an order of possession is granted, s. 49.2(4) of the *Act* requires that the effective date of the order be no earlier than 4 months after the date the order is made, be the day before rent is payable under the tenancy agreement, and in the case of a fixed term tenancy, not earlier than the end of the term set in the tenancy agreement.

Submissions

The Landlord indicates that the rental unit is a 2-bedroom, 1-bathroom unit inside a mixed commercial-residential building constructed in approximately 1972.

The Landlord explains that the rental unit has never been renovated, with the fixtures and finishings original to the residential property. He testified that he plans to complete a total renovation to the rental unit, gutting the bathroom and kitchen, while replacing plumbing and plumbing fixtures, light fixtures, and stairs leading up to the rental unit.

The Landlord indicates that the rental unit is located above a commercial tenant and that there have been several water leaks from the rental unit into the commercial unit. The Landlord says that water leaks are caused by the age of the fixtures and plumbing. The Landlord further says that one of the leaks under the bathroom sink has damaged the subfloor, which will also need to be repaired.

The Landlord's evidence contains an invoice from a plumber dated September 26, 2024, whereby repair work is noted as being a temporary solution and that they strongly recommended all finishes and fixtures be removed and replaced. The Landlord explained that this advice was given within the context of a water leak originating from the bathroom bathtub.

I have been given a copy of a quote from a contractor dated January 9, 2025, which outlines work for demolition, door and window replacement, kitchen and bathroom replacements, and updates to the flooring and finishings. The work to be completed is quoted at \$42,672.00.

The Landlord testified that he secured the contractor to start on July 1, 2025, with work to be completed in a minimum of 8 weeks. The Landlord further testified that he was assured by his contractor that no permits were required to complete the work.

Findings

I have no reason to question the Landlord's undisputed evidence and testimony. On the record before me, I accept that the state of repair in the rental unit is poor, owing in part to the age of the fixtures and finishings.

As noted in the plumber's recommendation from September 26, 2024, removal and replacement of the plumbing fixtures was necessary to solve the water leaks in the affected area. I accept it is prudent that repairs to the plumbing be undertaken throughout the rental unit, as testified to by the Landlord, given the water leaks reported by the commercial tenant below the rental unit.

I similarly accept that the repairs and renovations will be extensive. The quote provided outlines work associated with complete loss of the kitchen and bathroom, which I accept to be over a period of at least 8 weeks. With respect to the bathroom, I accept that the subfloor will need repaired due to water damage, such that it is more than a mere cosmetic refresh.

Further, the Landlord testified to damage to the stairwell leading into the rental unit, work for which is also noted in the quote put into evidence. I accept this is the only point of entry into the rental unit, such that its repairs will significantly impact the ability of individuals from entering or exiting the rental unit while these repairs are undertaken.

Finally, the Landlord has enquired into permits and was told none would be required for the renovations work. Absent any evidence to the contrary, I accept that this is accurate.

I similarly accept that the renovations are scheduled with the contractor, to begin sometime after July 1, 2025.

I find that the Landlord has demonstrated his good faith intention to renovate and repair the rental unit and that no permits are required to carry out the work. I find that the loss of kitchen and bathroom facilities, as well as the other work detailed by the Landlord least of which including the stairwell repairs granting access to the rental unit, will require the rental unit to be vacant. I find that due to the persistent water leaks, the renovations and repairs are necessary to prolong the use of the residential property. I further find that vacant possession, thus ending the tenancy, is the only reasonable way to achieve complete the necessary repairs and renovations, which I accept will take at least 8 weeks to complete.

Accordingly, I find that the Landlord has established the relevant criteria set out under s. 49.2(1) of the *Act* and that I must grant him an order of possession under s. 49.2(3).

As I accept that rent is due on the first, I grant the Landlord an order to end the Tenant's tenancy and an order of possession effective on June 30, 2025, which is the latest day the tenancy will end.

I remind the parties that the Tenant is entitled to compensation equivalent to one month's rent under s. 51.4(1) of the *Act*. Further, the Tenant may end the tenancy sooner than June 30, 2025 by providing notice to the Landlord in accordance with s. 50(1) of the *Act*.

Conclusion

The Landlord was successful. I order that the tenancy come to an end. The Landlord is granted an order of possession under s. 49.2(3) of the *Act*. The Tenant, and any other occupant, shall provide vacant possession of the rental unit to the Landlord by no later than **1:00 PM on June 30, 2025**.

It is the Landlord's obligation to serve the order of possession on the Tenant and may enforce it at the BC Supreme 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: February 10, 2025

Residential Tenancy Branch