

## **DECISION**

### **Introduction**

This hearing dealt with the Landlord's Application for Dispute Resolution under the *Residential Tenancy Act* (the Act) for:

- An order of possession in order to perform renovations or repair that require the rental unit to be vacant.

### **Service of Notice of Dispute Resolution Proceeding (Proceeding Package) and Evidence**

I find that the Landlord served all parties, by registered mail in accordance with section 89(1) of the Act, and the Interim Decision of February 11, 2025. The Landlord provided a copy of the Canada Post tracking number to confirm this service.

### **Preliminary Matters**

#### *Unit 2 (Lower)*

Pursuant to section 63 of the *Act*, the Arbitrator may assist the parties to settle their dispute and if the parties settle their dispute during the dispute resolution proceedings, the settlement may be recorded in the form of a decision or an order. During the hearing the parties discussed the issues between them, and turned their minds to compromise and achieved a resolution.

The Tenants of Unit 2 (Lower) and the Landlord agreed to the following final and binding settlement:

1. This tenancy will end at 1:00 P.M. on October 1, 2025, by which time the tenants and any other occupant will have vacated the rental unit.
2. Both parties agree that this tenancy ends by way of this agreement.
3. The rights and obligations of the parties under the *Act* continue until the tenancy ends in accordance with this agreement.

The Tenants of Unit 2(Lower) and the Landlord confirmed that they understood and agreed to the above terms, free of any duress or coercion. Both parties testified that they understood and agreed that the above terms are legal, final, binding and enforceable, which settle all aspects of this dispute.

## Issues to be Decided

- Is the landlord entitled to order of possession in order to perform renovations or repair that require the rental unit to be vacant?

## Background and Evidence

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

The Tenants of Unit 1(Upper) did not attend the hearing or make any submissions.

In the Landlord's evidence she submitted that the Tenants had indicated that they did not intend to dispute the application to end tenancy.

The Landlord indicated that she is applying to end the tenancy to allow for repairs to be made. The Landlord submits that the floors have been damaged due to weather related water damage.

The Landlord submits that temporary repairs have been made but that they are unable to determine the extent of the damages without tearing out all the flooring. The Landlord submits that the contractor suspects there is damage to the subfloor.

The Landlord submitted letters from a carpenter outlining the time that it would take to complete the flooring job. The landlord also submitted a letter from a construction company stating the following:

I hope this letter finds you well. I am writing to formally document the need for your tenants to vacate the property located at [REDACTED] due to significant safety concerns and the necessity for extensive repairs to the flooring and structural elements of the house.

Upon inspection, it has become evident that the floors in the property are unsafe, and there may be underlying structural damage that requires immediate attention. These issues not only pose potential hazards to the tenants but also jeopardize the integrity of the property. To ensure the safety of everyone involved, it is crucial that the necessary renovations are carried out without delay.

Unfortunately, the nature and scale of these repairs mean that it will not be possible for tenants to remain in the home during the work. The process will involve:

- Removal and replacement of damaged flooring.
- Inspection and potential reinforcement of structural components.
- Additional safety measures to restore the property to a habitable condition.

The letters from both the carpenter and the construction company indicate that the rental units must be empty due to the extent of the work.

The Landlord submitted an email from the City stating that permits were not required unless structural alterations, additions or changes were made.

## **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(1) of the Act provides that 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.

The Act provides that the director must grant an order ending a tenancy in respect of, and an order of possession of, a rental unit if the director is satisfied that all the circumstances in section 49.2 apply.

RTB Policy Guideline 2B provides the following information regarding an application for an order of possession under section 49.2, and states in part:

If the renovations or repairs that require vacancy can be completed within 45 days or less and the tenant is willing to make alternative living arrangements for the period of time vacancy is required and provide the landlord with the necessary access to carry out the renovations or repairs, then the tenancy agreement should not need to end to achieve the necessary vacancy.

Per section 49.2(2) of the Act, the landlord must make a single application for orders of possession for all the units.

Based on the landlord's convincing testimony, the letters from the carpenter and the construction company I find the renovation is necessary to sustain the use of the rental unit and ensure the occupants' safety.

I accept that at this time the landlord does not require permits to complete the repairs and renovations necessary to sustain the use of the rental unit, per section 49.2(1)(a) and (c) of the Act.

Based on the submissions I accept that vacancy is required in order to complete the necessary repairs and renovations. The Tenants did not make any submission that they would be willing to find alternate accommodations while the work was being completed.

I find the landlord proved, on a balance of probabilities, that the rental unit needs to be vacant for the renovations and the only way to achieve the necessary vacancy is to end the tenancy, per section 49.2(1)(b) and (d) of the Act.

Considering the above reasons, I am satisfied that all the considerations set out in section 49.2(1) of the Act apply. The Landlord's application to end the tenancy and receive an order of possession for the rental unit is granted. I grant the landlord an order of possession effective on August 31, 2023, in accordance with section 49.2(4) of the Act.

## **Conclusion**

The Landlord's request for an order of possession for **Unit 1 (Upper)**, in order to perform renovations that require the rental unit to be vacant is granted. I grant the landlord an order of possession effective on October 1, 2025 at 1:00 P.M.. The landlord must serve the tenant in accordance with the Act.

To give effect to the settlement reached regarding **Unit 2 (Lower)**, I issue the attached Order of Possession. The parties agree that the tenants are to vacate the rental unit by 1:00 P.M. on October 1, 2025.

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: March 17, 2025

---

Residential Tenancy Branch