

DECISION

Introduction

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

- cancellation of the Landlord's Four Month Notice to End Tenancy Issued for Demolition, or Conversion of Rental Unit to Another Use (Four Month Notice) and an extension of the time limit to dispute the Four Month Notice under sections 49 and 66 of the Act
- a Monetary Order for compensation for damage or loss under the Act, regulation or tenancy agreement under section 67 of the Act
- an order to allow the Tenant to reduce rent for repairs, services or facilities agreed upon but not provided, under sections 27 and 65 of the Act

and the Landlord's Application for Dispute Resolution under the Act for:

- an Order of Possession based on a Four Month Notice to End Tenancy for Demolition or Conversion of a Rental Unit (Four Month Notice) under sections 49(6) and 55 of the Act

Tenant P.L. and her daughter V.K. attended the hearing for the Tenant.

D.M., R.M., and B.F. attended the hearing for the Landlord.

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

The Tenant said in their affirmed testimony that their daughter V.K. attended at the office of the Landlord on April 12, 2025, to serve the Proceeding package and evidence to the Landlord in person. The Landlord confirmed receipt of the documents on April 23, 2025, after they returned from an absence. I find that the Landlord was served with the Proceeding Package and evidence in accordance with sections 88 and 89 of the Act.

The Landlord submitted a Canada Post tracking number to establish that they sent the Proceeding Package and evidence for their application to the Tenant by Registered Mail on April 11, 2025, and that that packages were received and signed for on April 16, 2025. The Tenant confirmed receipt. The Tenant confirmed having received additional evidence in response to their own application from the Landlord in person on April 24,

2025. I find that the Tenant was served with the Proceeding Package and evidence in accordance with sections 88 and 89 of the Act.

Preliminary Matters

The Tenant applied for dispute resolution naming her four dependent children as co-applicants. The minors are not listed as parties to the tenancy agreement, and I amended the application to remove them.

The Landlord applied for dispute resolution naming “K.K.” as a co-tenant and respondent. K.K. is named on the original tenancy agreement but no longer resides with the family in the subject rental unit or participates in the tenancy, and I amended the application to remove him.

Issues to be Decided

Should the Landlord's Four Month Notice be cancelled?

Is the Tenant entitled to more time to cancel the Landlord's Four Month Notice?

Is the Landlord entitled to an Order of Possession?

Is the Tenant entitled to a Monetary Order for damage or loss under the Act, regulation or tenancy agreement?

Is the Tenant entitled to an order to allow the Tenant to reduce rent for repairs, services or facilities agreed upon but not provided?

Background and Evidence

The parties agree that the tenancy began on May 1, 2017, and that current monthly rent is \$1,290.00 due on the first day of the month.

The Landlord holds a security deposit in the amount of \$607.00 which was received on April 8, 2017.

The Landlord issued the Four Month Notice dated January 14, 2025, with an effective date of June 1, 2025, to demolish the rental unit. The Four Month Notice says that the Landlord has obtained all permits and approvals required by law to do this work and refers to a “Phase 2 Demolition Permit” issued December 12, 2024.

The Tenant received the Four Month Notice on January 17, 2025, in person and signed the Proof of Service document upon receipt.

The Tenant does not speak English and is assisted by her 17-year-old daughter as agent.

The Tenant applied to dispute the Four Month Notice on February 3, 2025. The application was incomplete, and the Tenant received an email on February 4, 2025, to make changes to the application. The Tenant said in their affirmed testimony that they didn't understand this instruction or that they didn't receive it. The Tenant received a system-generated email from the Residential Tenancy Branch on February 26, 2025, that the dispute had been abandoned because of application inaction.

The Tenant contacted the Residential Tenancy Branch on February 28 and March 3, 2025, and were instructed they needed to reapply. The Tenant applied again to dispute the Four Month Notice on March 6, 2025, and applied for more time to dispute the notice as they were now outside the dispute period.

The Tenant does not dispute the validity of the notice or that it was issued in good faith but applies to cancel the notice because she and her four minor children are unable to secure alternate housing. The ages of the children are 9, 12, 15, and 17. The Tenant said that the father has left the family and that she is unemployed. The Tenant currently pays below market rent because of the length of the tenancy.

The Tenant requests an extension on the effective date of the notice to at least June 25, 2025, which is the last day of the school year for her children.

The Tenant said they have been back and forth with the relocation coordinator but that the options presented have not met the needs of their family size or were too far for their children to travel to school.

The Landlord submitted a significant number of documents with respect to the redevelopment plans for the property, including a copy of the relevant building permit. The Landlord submitted records of communication with the Tenant beginning March 27, 2024. The Landlord said in their affirmed testimony that recognizing the language barrier, recent written communication dated February 3, March 21, March 31, and April 9, 2025, have been translated to Vietnamese.

The Landlord said in their affirmed testimony that their relocation coordinator continues to work with the Tenant and her family to secure appropriate housing.

The Landlord said in their affirmed testimony that there is no firm date for demolition but that it is set to start immediately upon complete vacancy. Complete vacancy of all units is required because all services need to be disconnected to begin abatement. In their written materials, the Landlord said that 15 units are presently occupied and that all other tenancies were ended by mutual agreement.

The Landlord said in their affirmed testimony that some units disputed the notices and received extended possession dates to June 30, 2025, though they seek to challenge those decisions. The Landlord seeks possession on the effective date of the notice, May 31, 2025, such that demolition can proceed on schedule.

The Tenant further seeks compensation from the Landlord in the amount of \$25,000.00 because this amount was offered to them previously as an incentive for ending the tenancy early by mutual agreement.

The Tenant further seeks one time compensation in the amount of \$200.00 because of deteriorating conditions in the rental unit, including a broken washing machine. The Landlord was agreeable to resolving this portion of the application by settlement.

Analysis

Should the Landlord's Four Month Notice be cancelled?

Is the Tenant entitled to more time to cancel the Landlord's Four Month Notice?

Section 49(6) of the Act states that a landlord may end a tenancy if the landlord has all necessary permits and approvals required by law, and intends in good faith to demolish the rental unit or convert it to another use. Section 49(8)(b) of the Act states that upon receipt of a Notice to End Tenancy for Demolition, or Conversion of Rental Unit to Another Use the tenant may, within 30 days, dispute the notice by filing an application for dispute resolution with the Residential Tenancy Branch. If the tenant files an application to dispute the notice, the landlord bears the burden to prove the grounds for the Four Month Notice.

I find that the Four Month Notice was received by the Tenant on January 17, 2025, and that the Tenant had until February 16, 2025, to dispute the Four Month Notice.

The Tenant has applied for dispute resolution requesting more time to cancel a notice to end tenancy. Section 66 of the Act states that the director may extend a time limit established by the Act only in exceptional circumstances. The director must not extend the time limit to make an application for dispute resolution to dispute a notice to end tenancy beyond the effective date of the notice.

I find the circumstances of the language barrier and capacity of the Tenant assisted by her 17-year-old daughter to be exceptional and that it is appropriate to extend the time limit to dispute the Four Month Notice, especially so where they attempted unsuccessfully to bring this application within the time permitted.

RTB Policy Guideline #2 states that when a landlord ends a tenancy under section 49(6), they must have the permits or approvals required by law before they can give the tenant notice and that it is not sufficient to give notice while in the process of or prior to obtaining permits or approvals. The Guideline further states that if no permits or approvals are required by law, the landlord should obtain written proof of this.

I find that the Landlord has proved the grounds for the Four Month Notice. I find that the Landlord had the permits and approvals required by law before they issued the Four Month Notice. I find that the Four Month Notice was properly issued and meets the form

and content requirements of the Act. I find that there is no basis on which to cancel the Four Month Notice.

For the above reasons, the Tenant's application for cancellation of the Landlord's Four Month Notice to End Tenancy Issued for Demolition, or Conversion of Rental Unit to Another Use (Four Month Notice) under section 49 of the Act is dismissed, without leave to reapply.

Is the Landlord entitled to an Order of Possession based on a Notice to End Tenancy?

Section 55(1) of the Act states that if a tenant makes an application to set aside a landlord's notice to end a tenancy and the application is dismissed, the Arbitrator must grant the landlord an order of possession if the notice complies with section 52 of the Act. I find that the Notice complies with section 52 of the Act.

Therefore, I find that the Landlord is entitled to an Order of Possession.

Residential Tenancy Policy Guideline 54 clarifies circumstances respecting an arbitrator exercising their discretion in determining the effective date of an order of possession. While there are many factors an arbitrator may consider when determining the effective date of an order of possession, the Policy Guideline specifically refers to the length of the tenancy, if the tenant provides evidence that it would be unreasonable to vacate the property by the effective date of the notice, and if the tenant has children.

This is a long-established tenancy in good standing; the Tenant has occupied the rental unit with her family for eight years and is current on their rent. The Tenant has four minor children, all of whom are presently attending school near to the rental unit. The Tenant has experienced barriers in responding to the Four Month Notice and finding appropriate housing for her family. The Tenant has said it would be a significant disruption to their family to vacate the rental unit by May 31, 2025, specifically because of the location of their children's school and their ability to get to school for the remainder of the school year. While the Landlord through their relocation coordinator has assisted the Tenant in finding alternate housing, as of the date of the hearing they have not yet found appropriate housing and there is a significant risk that they and their children become unhoused if possession is granted at the end of this month.

While I appreciate the position of the Landlord, in view of the submissions and that 15 other units are presently occupied, it is unlikely that demolition will commence on June 1, 2025. Therefore, on the totality of evidence and submissions of the parties, I order possession of the rental unit effective at 1:00 pm on June 30, 2025, after service of this order on the Tenant.

Is the Tenant entitled to a Monetary Order for damage or loss under the Act, regulation or tenancy agreement?

To be awarded compensation for a breach of the Act, the tenant must prove:

- the landlord has failed to comply with the Act, regulation or tenancy agreement
- loss or damage has resulted from this failure to comply
- the amount of or value of the damage or loss
- the tenant acted reasonably to minimize that damage or loss

The Tenant has not proved that the Landlord has failed to comply with the Act, regulation or tenancy agreement or that a loss or damage has resulted from this failure to comply. The Landlord is not required to offer compensation which was previously declined and where the Tenant did not elect to end the tenancy by mutual agreement.

Therefore, the Tenant's application for a Monetary Order for compensation for damage or loss under the Act, regulation or tenancy agreement under section 67 of the Act is dismissed, without leave to reapply.

Is the Tenant entitled to an order to allow the Tenant to reduce rent for repairs, services or facilities agreed upon but not provided?

Under section 63 of the Act, the Arbitrator may assist the parties to settle their dispute. 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 this hearing, the parties reached an agreement to settle this specific aspect of the dispute by way of a one-time payment from the Landlord to the Tenant in the amount of \$200.00.

As the parties have reached a settlement, I make no factual findings about the merits of this specific aspect of the dispute.

Conclusion

I grant an Order of Possession to the Landlord **effective by 1:00 PM on June 30, 2025, after service of this Order on the Tenant**. Should the Tenant or anyone on the premises fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

The Tenant's application for a Monetary Order for compensation for damage or loss under the Act, regulation or tenancy agreement under section 67 of the Act is dismissed, without leave to reapply.

To give effect to the above settlement reached between the parties, **I grant a Monetary Order in the Tenant's favour in the amount of \$200.00**. The Tenant is provided with this Order and the Landlord must be served with a copy of this Order as soon as

possible. Should the Landlord fail to comply with this Order, this Order may be filed and enforced in the Provincial Court of British Columbia (Small Claims 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: May 6, 2025

Residential Tenancy Branch