

## **DECISION**

### **Introduction**

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

- vacant possession of the rental unit to perform renovations or repairs under section 49.2 of the Act.

Landlord C.M., Landlord R.H., Landlord OTH.C.H. attended the hearing for the Landlord.

Tenant E.O. attended the hearing for the Tenant.

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

I find that the Tenant(s) acknowledged service of the Proceeding Package and are duly served in accordance with the Act.

### **Service of Evidence**

Based on the submissions before me, I find that the Landlord's evidence was served to the Tenant in accordance with section 88 of the Act.

The Tenant confirmed not serving the Landlord evidence, nor providing any to the Residential Tenancy Branch.

### **Issues to be Decided**

Is the Landlord entitled to vacant possession of the rental unit to perform renovations or repairs under section 49.2 of the Act.

### **Facts 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.

## **Is the Landlord entitled to vacant possession of the rental unit to perform renovations or repairs?**

The Landlord affirms that due to ongoing issues of water ingress in the basement, large portions of the foundation walls need to be replaced. The affirm that for the roughly two months the renovations are expected to take, the entire house needs to be placed on stilts, and all utilities will be disconnected, creating a situation where the rental unit is uninhabitable.

The Landlord provided a signed letter from the owner of the company that has been contracted to complete the work that states electricity, water and sewage will be disconnected for period of 60 days or more, and the following:

After investigating the existing condition of their foundation and sub-grade walls, it is evident that the only way to permanently address the moisture issues is to replace the existing foundation walls with new concrete foundation constructed to current building standards. This is a major renovation which will require the entire structure to be vacant during construction. ...

While the foundation beneath the rental suite will not be directly excavated, much of the house will be supported by stilts, which will temporarily reduce the stability of the entire structure for a period of 2 months (60 days) or more. This poses a safety risk to anyone living in any part of the structure, including the rental suite.

The Landlord's witness affirms he is a licenced electrician hired to act as a subcontractor to work on the rental unit. He affirms that electricity will be cut in the rental unit for roughly 60 days, and that the house needs to be jacked up to replace the foundation walls.

The Landlord also provided copies of blueprints for the planned renovations. They are stamped by an engineer and indicate a large portion of the basement walls are to be replaced.

The Landlord provided a copy of a valid relevant permit issued on April 4, 2025, that expires in 180 days if work is not begun in that time.

Section 49.2(1) of the Act reads as follows:

Subject to section 51.4 [*tenant's compensation: section 49.2 order*] and any prescribed conditions, restrictions or prohibitions, 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.

I find the Landlord has provided sufficient evidence that the requirements of Section 49.2(1) of the Act are satisfied, and that vacant possession is necessary for the required renovations to occur.

Section 49.2 of the Act further states the following:

(3) 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 subsection (1) apply.

(4) An order granted under this section must have an effective date that is

(a) not earlier than 4 months after the date the order is made,

(b) the day before the day in the month, or in the other period on which the tenancy is based, that rent is payable under the tenancy agreement

For the reasons above, I find the Landlord is entitled to an Order of Possession effective at 1:00 PM on September 30, 2025.

## Conclusion

I grant an Order of Possession to the Landlord **effective at 1:00 PM on September 30, 2025, after service of this Order on the Tenant(s)**. Should the Tenant(s) 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.

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 14, 2025

---

Residential Tenancy Branch