



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing

DECISION

Dispute Codes PFR

Introduction

This hearing dealt with the Landlord's application for dispute resolution seeking remedy under the Residential Tenancy Act (Act) for an order of possession of the rental unit to perform renovations or repairs that require vacant possession.

Those listed on the cover page of this decision attended the hearing and were affirmed. Words utilizing the singular shall also include the plural and vice versa where the context requires.

The Tenant said they received only 1 page of the 3-page notice of hearing document when served by the Landlord. The Tenant agreed that they now have the full 3 pages, as it was sent to them by the Residential Tenancy Branch (RTB).

The Landlord denied that Tenant's statement, and said they served all three pages.

The parties confirmed they received the other's evidence.

Thereafter both parties were provided the opportunity to present their evidence orally and to refer to relevant evidence submitted prior to the hearing, and make submissions to me.

I have reviewed all oral and written evidence before me that met the requirements of the RTB Rules of Procedure (Rules). However, not all details of the parties' respective submissions and or arguments are reproduced here; further, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issue(s) to be Decided

Is the Landlord entitled to an order of possession of the rental unit for renovations or repairs?

Background and Evidence

The tenancy began on August 1, 2006, and current monthly rent is \$852.32.

The rental unit is unit 6 in an 8-unit building.

The parties have been in three prior dispute resolution proceedings, with the Tenant filing the resulting Decisions. These Decisions will be referenced later in this Decision.

In their application, the Landlord described their claim as follows:

REMEDICATION AND REMOVAL OF MOLD

The Landlord said that there is a lot of mold all over the rental unit and that three walls have to be removed, be inspected, and checked for asbestos. The Landlord said that they have had many contractors in the rental unit as they are trying to save the rental unit. The Landlord said that their contractor has given a timeframe of at least 60 days to complete the project, and further, the work is necessary because the Tenant has not properly maintained the rental unit according to health and safety standards. The Landlord said that they need to make the repairs to preserve the other units in the building.

The Landlord submitted that they have conscientiously maintained and repaired the residential property, and filed evidence of receipts and documentation of work done over the years that they have owned the property.

The Landlord submitted a report from their contractor outlining the scope of work. The scope of work notes as follows: *"Full interior wall and ceiling demolition will be included to remove mold that is currently on the walls and ceilings"*. Further the report confirmed that they would need access to the rental unit for a period of 60 days or longer and that it is imperative that the unit be vacated and cleared of any personal belongings during the renovation period. The report notes the reason for the need for vacancy is to *"minimize the risk of airborne dust and mold particles, thereby ensuring a safe working environment for our team and preserving the integrity of the renovation process"*.

The Landlord submitted communication with the local city's building inspector's office inquiring of the permit process for obtaining a permit and a copy of the permit issued to the Landlord on May 29, 2025. The work permitted was for the alteration and/or

renovation to a single unit in an apartment, noting that the unit number was the rental unit's number. It is noted on the permit that it was an offence if the owner, the owner's agent, or a tenant occupy or permits a building or part of the building to be occupied prior to the final inspection and approval by an inspector.

Also filed in evidence by the Landlord was the architect plans and photographs of the rental unit.

The Tenant filed a written statement and summary of the three prior proceedings.

On September 9, 2022, in an application filed by the Tenant seeking an order cancelling a One Month Notice to End Tenancy for Cause (One Month Notice) issued by the Landlord, another arbitrator issued a Decision (Decision 1) in which the One Month Notice was cancelled. In Decision 1, the arbitrator found that the reason for the poor condition of the rental unit was the lack of repairs over the years by the Landlord. This Decision cited that the Landlord learned in July 2022 of the poor condition of the rental unit, such as "*mold, leaking and so on*". Further, the arbitrator wrote that the Landlord's inaction has "*led to the unit being unsuitable for occupation*".

On September 29, 2023, in an application filed by the Tenant seeking cancellation of a Four Month Notice to End Tenancy for Demolition, or Conversion of Rental Unit to Another Use (Four Month Notice) and for an order for repairs, a different arbitrator issued a Decision (Decision 2) in which the arbitrator cancelled the Four Month Notice. The Four Month Notice was in relation to converting the rental unit to use by a caretaker. The arbitrator also issued orders for the Landlord to make repairs to the side door platform, the stove vent and fan, the shelving in the laundry room and bedrooms, and to the blinds in the bedroom.

On June 21, 2024, in an application filed by the Tenant seeking compensation and an order for repairs, a different arbitrator issued a Decision (Decision 3) in which the arbitrator dismissed the Tenant's claim for \$30,000, without leave to reapply, and dismissed the Tenant's request for repairs, without leave to reapply.

In part, the arbitrator wrote that the Tenant did not dispute that they had or still have cats nor did the Tenant dispute the cat(s) urinated on the carpet in the manner described by the Landlord. Further, the arbitrator wrote that the Landlord ought not be required to repair or replace carpet due to mold that that may have been caused or exacerbated by the Tenant's actions.

In the Decision, the arbitrator wrote that the Landlord was amenable to repairing the rental unit, and that the repairs were going to be extensive, enough so the rental unit would need to be vacant for at least 60 days.

The arbitrator also wrote the following in their Decision:

On a final note, when and if the Landlord actually intends to undertake the rather extensive repairs or renovations requiring the Tenant to vacate the rental unit, it is the Landlord's obligation to file an application with the Residential Tenancy Branch under section 49.2 of the Act before going ahead with any such work.

The Tenant stated that the Landlord is acting with contempt and vengeance and continues to ignore other arbitrator's orders. The Tenant denied being uncooperative and that it is not right to evict tenants because of mold. The Tenant said that they should not be evicted because the Landlord would not make repairs.

The Landlord said they are acting in good faith because they need to fix the rental unit and the Tenant has not kept the rental unit clean.

The Tenant said they keep the rental unit cleaned.

Analysis

Based on the relevant oral and written evidence, and on a balance of probabilities, meaning more likely than not, I find as follows:

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 states that the director must grant an order ending the tenancy and grant the landlord an order of possession if the arbitrator is satisfied that all the circumstances in subsection (1) apply.

Tenancy Policy Guideline 2B provides the following information:

D. RENOVATIONS OR REPAIRS Vacancy requirement Section 49.2 allows a landlord to apply to the RTB for an order to end the tenancy and an order of possession to renovate or repair a rental unit if the necessary renovations or repairs require the rental unit to be vacant. Any period of time in which the unit must be vacant is sufficient to meet this requirement.

Guideline 2B provides further information as follows, 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.

...

I find the Landlord provided sufficient evidence that they are acting in good faith. There is little doubt, based on the three previous RTB Decisions that the rental unit is “unsuitable for occupation” and in need of extensive repairs, particularly regarding the mold in the rental unit. Repairs have been the subject of these three disputes, although the arbitrator in Decision 3 dismissed the Tenant’s request for repairs based on the actions of the Tenant in causing or exacerbating the mold in the carpet. The arbitrator also in that Decision informed the Landlord that if they did want to make repairs, it was their obligation to file an application under section 49.2, which is what the Landlord has done with the present application. Further, I am persuaded by the testimony and evidence of the Landlord that they intend to make the repairs. The Landlord provided evidence that the required permits had been issued on May 29, 2025 and their application filed three days later.

Based on the contractor's report and scope of work that would take at least 60 days to complete and the permit issued requiring that no one is permitted to occupy the rental unit until the work had been inspected and approved, I find the Landlord submitted sufficient evidence that the rental unit was required to be vacant.

Based on findings in previous Decisions noting the rental unit was unsuitable for occupation, and based on the contractors' reports stating the problems in the rental unit could cause severe damage to the rental unit and pose serious health risks to the occupants if the renovation work was not done, I find the Landlord submitted sufficient evidence that 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.

Based on the contractor's statement that the work would take at least 60 days or longer and in considering Tenancy Policy Guideline, I am satisfied it would be unreasonable for the tenancy agreement to continue. Further, I also relied on the wording of the contractor, and on the Landlord's evidence that an asbestos testing may also be performed, for which the Landlord provided an estimate of work and costs. I find the nature and extent of the repairs meet the requirement for the rental unit to be vacant.

Having addressed all four requirements under section 49.2 (1) of the Act, for the above noted reasons, I find the Landlord submitted sufficient evidence to support all four requirements. Therefore, the Landlord's application to end the tenancy and for an order of possession of the rental unit is successful.

Given the above, I grant the Landlord an order of possession (Order) effective **October 31, 2025, at 1:00 PM**. This date is a full 4 months past the date of this decision, June 28, 2025.

The Landlord must serve the Tenant with the Order to be enforceable and they must serve the Tenant as soon as possible. If the Tenant fails to voluntarily comply by vacating the rental unit by October 31, 2025, the Order may be filed in the Supreme Court of British Columbia for enforcement as an order of that Court if it becomes necessary. The Tenant is cautioned that costs of such enforcement, such as bailiff costs and filing fees, are recoverable from the Tenant.

The Landlord is required to compensate the Tenant as per section 51.4 of the Act.

I note that I provided incorrect information at the hearing regarding the Tenant's right of first refusal.

As the residential property has 8 units, the correct information for the benefit of, and required of both parties is under sections 51.2 and 51.3 of the Act. The parties may also refer to Tenancy Policy Guideline 2B (I) for further information and explanation.

If either party has any questions, they may contact the Residential Tenancy Branch at the contact information on the attached information sheet.

Conclusion

The Landlord's application for an order of possession of the rental unit in order to perform renovations and/or repairs that require the rental unit to be vacant is granted.

The Landlord is granted an order of possession of the rental unit effective October 31, 2025, at 1:00 pm.

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: June 28, 2025

Residential Tenancy Branch