



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing

DECISION

Dispute Codes PFR

Introduction

This hearing was convened as a result of the Landlords' Application for Dispute Resolution, made on July 11, 2025 (the "Application"). The Landlords applied for the following relief, pursuant to the *Residential Tenancy Act* (the "Act"):

- an order of possession pursuant to section 49.2(1) of the Act, which states:

Director's orders: renovations or repairs

49.2 (1) Subject to section 51.4 [*tenant's compensation: section 49.2 order*], 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 Landlords and the Tenant attended the hearing at the appointed date and time and provided affirmed testimony. At the start of the hearing, the Tenant confirmed receipt of

the Landlords' Proceeding Package and evidence. The Landlords confirmed receipt of the Tenant's evidence. As there were no issues raised relating to service, I find the above mentioned documents were sufficiently served pursuant to Section 71 of the Act.

Issue to be Decided

- Has the landlord provided sufficient evidence to support that an order of possession should be granted and which if granted, would be effective not earlier than 4 months after the date the order is made and comply with section 49.2(4) of the Act?

Background and Evidence

The parties agreed that the tenancy started on December 1, 2024. Currently, the Tenant is required to pay rent in the amount of \$2,500.00 each month. The Tenant paid a security deposit in the amount of \$1,250.00.

The Landlords are seeking to end the tenancy for renovations of the rental unit. The Landlords stated that they intend on painting the unit, which requires spraying the textured ceiling. The Landlords stated that the spray from the paint would damage the Tenant's possessions. The Landlords estimated the painting would take about 4-5 days to complete.

The Landlords also intend on replacing the flooring and baseboards throughout the rental unit, which would require the hot water tank to be emptied and moved, as well as no laundry, or washroom for about a week. The Landlords also wish to construct one non load bearing wall.

The Landlords stated that they do not require a permit to complete this work, however, they may also upgrade the electrical system but have not yet obtained a permit, pending the outcome of this hearing. The Landlords stated that it is not feasible to complete the work while the Tenant is occupying the rental unit.

The Tenant stated that the Landlords intend to sell the rental unit and that the unit. The Tenant stated that the rental unit was recently updated, therefore, the Tenant denies the Landlords' intent to renovate. The Tenant stated that they are willing to be flexible and to accommodate the Landlords' renovations without ending the tenancy.

Analysis

Based on the documentary evidence and the testimony provided during the hearing, and on the balance of probabilities, I find the following.

Section 49.2(1) of the Act applies and states:

49.2(1) Subject to section 51.4 [*tenant's compensation: section 49.2 order*], 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.

In *Berry and Kloet v. British Columbia (Residential Tenancy Act, Arbitrator)*, 2007 BCSC 257, the BC Supreme Court found that “vacant” means “empty”. Generally, extensive renovations or repairs will be required before a rental unit needs to be empty.

In *Allman v. Amacon Property Management Services Inc.*, 2006 BCSC 725, the BC Supreme Court found that a landlord cannot end a tenancy to renovate or repair a rental unit just because it would be faster, more cost-effective, or easier to have the unit empty. Rather, it is whether the “nature and extent” of the renovations or repairs require the rental unit to be vacant.

According to Policy Guideline

Renovations or repairs that require the rental unit to be vacant could include those that will: • make it unsafe for the tenants to live in the unit (e.g., the work requires extensive asbestos remediation); or • result in the prolonged loss of a service or facility that is essential to the unit being habitable (e.g., the electrical service to the rental unit must be severed for several weeks). Renovations or repairs that result in temporary or

intermittent loss of an essential service or facility or disruption of quiet enjoyment do not usually require the rental unit to be vacant. For example, re-piping an apartment building can usually be done by shutting off the water to each rental unit for a short period of time and carrying out the renovations or repairs one rental unit at a time. Cosmetic renovations or repairs that are primarily intended to update the decor or increase the desirability or prestige of a rental unit are rarely extensive enough to require a rental unit to be vacant. Some examples of cosmetic renovations or repairs;

- replacing light fixtures, switches, receptacles, or baseboard heaters;
- painting walls, replacing doors, or replacing baseboards;
- replacing carpets and flooring;
- replacing taps, faucets, sinks, toilets, or bathtubs;
- replacing backsplashes, cabinets, or vanities.

After careful consideration of all the evidence before me, I find the landlord has provided insufficient evidence to demonstrate that the rental unit requires repairs, or that the repairs are so extensive that the only reasonable way to achieve the renovation requires the rental unit to be vacant. The work described by the Landlords refers to work that is primarily cosmetic, which is demonstrated in the fact that the Landlord does not require a permit for the proposed work. As such, I dismiss the Landlord's Application for an order of possession.

Conclusion

The Landlords' application is dismissed. The tenancy will continue until it is ended in accordance with the Act.

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: August 28, 2025

Residential Tenancy Branch