

DECISION

Introduction

This hearing was a cross-application hearing which dealt with the Tenant's Application for Dispute Resolution and the Landlord's Application for Dispute Resolution under the *Residential Tenancy Act* (the Act). The Tenant's Application for Dispute Resolution is 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

The Landlord's Application for Dispute Resolution is for:

- an Order of Possession pursuant to the Four Month Notice under section 49 of the Act
- recovery of the filing fee under section 72 of the Act

Service of Notice of Dispute Resolution Proceeding (Proceeding Package)

Both parties acknowledged receipt of the other's Proceeding Package via registered mail. Neither party raised any issue with the timing of service. I find that both parties were served with the other's Proceeding Package in accordance with section 89 of the Act.

Service of Evidence

Both parties acknowledged receipt of the other's evidence via registered mail. Neither party raised any issue with the timing of service. I find that both parties were served with the other's evidence in accordance with section 88 of the Act.

Issues to be Decided

- Should the Landlord's Four Month Notice be cancelled? If not, is the Landlord entitled to an Order of Possession?
- Is the Landlord entitled to recover the filing fee?

Background/Evidence

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

Evidence was provided showing that this tenancy began on September 15, 2017. B.K., one of the owners of the Landlord company, testified that the rental property is a mobile home which is over 50 years old. This testimony was not disputed by the Tenant.

The Landlord's agent (the Agent) testified that the Four Month Notice was served on the Tenant on August 11, 2025, by taping the notice to the Tenant's door at eye level. The Tenant testified that she received the Four Month Notice on August 12, 2025. B.K. testified that the mobile home needs to be demolished because it has reached the end of its useful life. The Agent indicated that the property requires substantial renovations that are not financially viable and that the intention is to demolish the structure and redevelop the land into a four-unit property for resale.

The Landlord submitted evidence of the municipal permit process in the rental city, which requires the property to be vacant before a demolition permit can be issued. The document is titled, "A Guide Through the Process: Demolition Permits" and sets out the following required steps to obtaining a demolition permit:

Step 1- Vacation of tenants

- Vacate Building
 - Any tenants must no longer be on premises

Step 2- Disconnection of Private Utilities

Step 3- Submit Application

Step 4- Confirmation of Service Disconnection & Review

Step 5- Demolish Building

Step 6- Request a Site Inspection

Step 6- Security Deposit Released

Additional evidence was provided to show similar demolitions carried out by the Landlord in the area, supporting the claim that they will demolish the rental property as stated.

The Tenant testified that they have lived in the rental unit for eight years with their children and have made efforts to maintain the home. The Tenant expressed concern about the impact of the eviction on their family, particularly their child's schooling and social connections in the area. The Tenant stated that previous attempts to move out

were discouraged by the Landlord and that the 4 Month Notice was issued following requests for repairs. No written requests for repairs were entered into evidence. The Tenant also testified that they requested the Landlord to replace their stove, which they currently do not use due to its condition. The Tenant stated that they had communicated this request via email but did not include it in their submitted evidence.

The Agent responded that the Tenant did not ask the Landlord to repair the stove but asked the Landlord to clean the stove which the Landlord declined to do as cleaning is the responsibility of the Tenant.

Analysis

Should the Landlord's Four Month Notice be cancelled? If not, is the Landlord entitled to an Order of Possession?

Based on the testimony of the parties I find that the Tenant received the Four Month Notice on August 12, 2025 via posting in accordance with section 88 of the Act. On review of the Four Month Notice, I find that it meets the form and content requirements of section 52 of the Act.

Section 49(6)(a) of the Act states that a landlord may end a tenancy in respect of a rental unit if the landlord has all the necessary permits and approvals required by law, and intends in good faith, to demolish the rental unit.

Residential Tenancy Policy Guideline 2b states that if a required permit cannot be issued because other conditions must first be met, the landlord should provide a copy of the policy or procedure which establishes the conditions and show that the landlord has completed all steps possible prior to issuing a Notice to End Tenancy or applying to the RTB.

By way of the document titled "A Guide Through the Process: Demolition Permits" I find that the Landlord has proved, on a balance of probabilities, that the demolition permit cannot be issued until the rental property is vacant. The guide clearly states that before the Landlord can apply for a demolition permit, the rental property must be vacant.

I accept the undisputed testimony of the Agent and B.K. that the rental property is a mobile home that is over 50 years old. Mobile homes do not have an indefinite life span, and I accept B.K.'s testimony that the useful life on this home has expired which necessitates the demolition of the rental property.

The Tenant suggested that her request for repair to the stove motivated the Landlord to serve the Four Month Notice. No documentary evidence showing a repair request was entered into evidence. The Agent testified that the Tenant asked the Landlord to clean the stove and not to repair it. I found the Agent's testimony to be credible and forthright, and I prefer it over the Tenant's whose testimony is unsupported by documentary evidence.

I find that cleaning the stove in the rental property is not the responsibility of the Landlord and I find that it is unlikely that the Tenant's request to clean the stove influenced the Landlord's decision to serve the Four Month Notice. I find that the Landlord is acting in good faith in seeking the demolition of the rental property at the end of its useful life. In accordance with section 49(6)(a) of the Act, I grant the Landlord an Order of Possession on the effective date of the Four Month Notice, that being December 31, 2025. The Tenant's application to cancel the Four Month Notice is dismissed, without leave to reapply.

As the effective date on the Four Month Notice is approximately 2.5 months from the date of this Decision, I find that the Tenant is being provided with a reasonable period of time to find new accommodation.

Is the Landlord entitled to recover the filing fee?

As the Landlord was successful in their application for dispute resolution, I find that they are entitled to recover the \$100.00 filing fee from the Tenant.

Conclusion

The Tenant's application for cancellation of the Landlord's Four Month Notice to End Tenancy for Demolition (Four Month Notice) under sections 49 and 55 of the Act is dismissed, without leave to reapply.

I grant an Order of Possession to the Landlords **effective December 31, 2025**. 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.

I grant the Landlords a Monetary Order in the amount of **\$100.00** under the following terms:

Monetary Issue	Granted Amount
Recovery of the filing fee under section 72 of the Act	\$100.00
Total Amount	\$100.00

The Landlord is provided with this Order in the above terms and the Tenant must be served with **this Order** as soon as possible. Should the Tenant 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: October 16, 2025

Residential Tenancy Branch