



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Housing and Municipal Affairs

## **DECISION**

**Dispute Codes**     PFR

### **Introduction**

On October 2, 2025, the Landlord submitted an Application for Dispute Resolution under section 49.2(1) of the *Residential Tenancy Act* (“the Act”) requesting an order ending the tenancies and for an order of possession for the rental units in order to perform renovations or repairs that require the rental units to be vacant.

The matter was set for a conference call hearing. All parties attended the hearing, with the exception of one Tenant, A.W.

All Tenants in attendance confirmed receipt of the Landlord’s application (‘Application’) and evidence. S.M. testified under oath that they had personally served A.W. with the Landlord’s application and evidence on October 8, 2025. In accordance with sections 88 and 89 of the *Act*, I find that all of the Tenants duly served with the Landlord’s Application and evidence.

Counsel for the Landlord confirmed receipt of the Tenants’ evidentiary materials. Counsel stated that they had received the evidence late but did have an opportunity to review the materials. The Landlord and their counsel confirmed that they were okay with proceeding, and the admittance of the evidence. Accordingly, the hearing proceeded.

### **Issue to be Decided**

- Do the tenancies need to end in order for the Landlord to perform renovations or repairs that require the rental units to be vacant?

### **Background and Evidence**

While I have turned my mind to all the documentary evidence properly before me and the testimony of the parties, not all details of the respective submissions and / or

arguments are reproduced here. The principal aspects of this application and my findings around it are set out below.

This application pertains to four separate tenancies in a side by side duplex. The home was purchased in January 2025 by the current Landlord. The Landlord submits that the home was built in the 1960s or 1970s, and the home contained two dwelling units as per the original drawings. The Landlord submits that the two additional suites were added at some time, and do not meet code requirements. The Landlord plans to perform extensive renovations and repairs to the home, which would ensure that all four suites would meet the requirements for a legal suite.

The renovations would include significant alterations to the plumbing and electrical system, asbestos abatement, and the addition of fire sprinklers. The Landlord submitted copies of the electrical, building, and fire sprinkler permits and site plans and architectural drawings to support the work that they plan to do. The Landlord estimated that a minimum of three months would be required where the home would need to be vacant as the utilities would be shut off for this period. The Landlord also submits that the asbestos would pose a hazard to those occupying the premises.

The Landlord submits that there may be unanticipated delays due to city required inspections, and other factors such as availability of subcontractors. The Landlord submits that the project would take six to seven months in the best case scenario, and possibly ten or eleven months.

P.T. testified as a witness in the hearing, and confirmed the presence of asbestos in the home. P.T. testified that asbestos abatement would take place first, and that many variables could affect the timeline of the abatement, which is estimated to take four to six weeks. P.T. confirmed that the abatement could be done unit by unit, but that this would require more time, higher costs, and more caution to avoid asbestos exposure. P.T. testified that due to legal liability, they would recommend that the work be performed while the home was vacant.

The Tenants questioned whether the repairs or work was necessary, and if they were, why the project could not be completed without the permanently ending the tenancies. The Tenants argued that the home already contained four separate suites, and that the work was not necessary, nor required. The Tenants also questioned why they could not temporarily relocate for the duration of the repairs.

## **Analysis**

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 provides that 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 the above apply.

With respect to Renovations or Repairs, Policy Guideline # 2B Ending a Tenancy to Demolish, Renovate, or Convert a Rental Unit to a Permitted Use provides the following information:

*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.*

*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.*

While I am satisfied that the Landlord does intend, in good faith, to perform the work described, I am not satisfied that the Landlord has met all of the requirements as set out in section 49.1(2) to end this tenancy under this section, specifically section 49.1(2)(c).

As confirmed by all parties, the home currently contains four separate dwelling units. While the Landlord did describe in detail the upgrades that they would perform, and did provide permits for the described work, I am not satisfied that the Landlord has established that this project is required, nor necessary.

The Landlord did not submit any documentation from the city confirming that the described repairs are necessary for compliance or to meet requirements for occupancy by the Tenants. Furthermore, I find that the Landlord has failed to establish that "*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*". I am not satisfied that the described repairs are urgent nor necessary, especially to the extent that would justify the permanent ending of four tenancies.

Furthermore, the Tenants expressed a willingness to accommodate the repairs by moving out on a temporary basis. I find that the Landlord does not consider this to be an option, despite the fact that this is a possibility. The Courts have 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.

I am not satisfied that the Landlord has satisfied all the requirements for an Order of Possession to be granted in order to perform repairs or renovations under section 49.2(1) of the Act. I, therefore, dismiss the Landlord's application without leave to reapply.

### **Conclusion**

The landlord has provided insufficient evidence to meet their burden to prove that the planned work reasonably requires the tenancy to end.

The landlord's request for an order of possession for the rental unit in order to perform renovations or repair that require the rental unit to be vacant is denied.

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: December 3, 2025