

## **DECISION**

### **Introduction**

This hearing dealt with the Tenants' N.C. and A.M.'s application (the #9532 Application) for Dispute Resolution under the *Residential Tenancy Act* (the Act) for:

- cancellation of the Landlord's Four Month Notice to End Tenancy Issued for Demolition, or Conversion of Rental Unit to Another Use (the #9532 Four Month Notice) under section 49 of the Act
- authorization to recover the filing fee for this application from the Landlord under section 72 of the Act

This hearing also dealt with the Tenants' C.W., J.P. and S.D.'s application (the #9871 Application) for Dispute Resolution under the Act for:

- cancellation of the Landlord's Four Month Notice to End Tenancy Issued for Demolition, or Conversion of Rental Unit to Another Use (the #9871 Four Month Notice) under section 49 of the Act
- an order requesting the Landlord to comply with the Act, the regulation or the tenancy agreement
- authorization to recover the filing fee for this application from the Landlord under section 72 of the Act

This hearing also dealt with the Tenants' G.M. and S.C.'s application (the #9758 Application) for Dispute Resolution under the Act for:

- cancellation of the Landlord's Four Month Notice to End Tenancy Issued for Demolition, or Conversion of Rental Unit to Another Use (the #9758 Four Month Notice) under section 49 of the Act
- authorization to recover the filing fee for this application from the Landlord under section 72 of the Act

Tenants N.C., A.M., C.W., S.C. and G.M. attended the hearing for the Tenants.

Landlord's Counsel T.B., Landlord's Principal H.F., Landlord's Property Manager S.E. and Landlord's Building Contractor E.S. attending the hearing for the Landlord.

I may refer to the Tenants, the three Four Month Notices, and the three Applications collectively or individually where context requires.

## **Service of Notices of Dispute Resolution Proceeding and Evidence**

Regarding the #9532 Application, the Landlord's Counsel T.B. submitted both that the Landlord received the Notice of Dispute Resolution Proceeding and the Landlord received the Tenants N.C. and A.M.'s respective evidence.

The Tenants N.C. and A.M. acknowledged that they received the Landlord's evidence.

Regarding the #9871 Application, the Landlord's Counsel T.B. submitted both that the Landlord received the Notice of Dispute Resolution Proceeding and the Landlord received the Tenants' C.W. and J.P.'s respective evidence.

The Tenants C.W. and J.P. acknowledged that they received the Landlord's evidence.

Regarding the #9758 Application, The Landlord's Counsel T.B. submitted both that the Landlord received the Notice of Dispute Resolution Proceeding and the Landlord received the Tenants' G.M. and S.C.'s respective evidence.

The Tenants G.M. and S.C. acknowledged that they received the Landlord's evidence.

## **Preliminary Matters**

### *Naming of the Landlord*

At the hearing, the Landlord's Counsel T.B. submitted the full legal name of the Landlord. I will note that the name submitted by Landlord's Counsel T.B. accurately reflects the Landlord's name provided for each one of the Four Month Notices for each of the three applications.

On the #9871 Application, the Landlord named is the Landlord's Principal H.F. Tenant C.W. submitted that they do not know why but they would prefer to keep the application as is.

On the #9758 Application, the Landlord named is contains a portion that reflects the full legal name provided by Landlord's Counsel T.B. but is clearly missing content. The Tenant G.M. submitted that they were not sure how to name the Landlord.

Under section 64(3)(c) of the Act and Rule 7.12, I amend name of the Landlord in both the #9871 Application and the #9758 Application by amending it in a manner to reflect the full legal name of the Landlord as provided by the Landlord's Counsel T.B. and in a manner consistent with the name of the Landlord on the Four Month Notices for each respective application. The amended name of the Landlord is displayed on the style of proceeding on the cover page of this Decision.

## **Issues to be Decided**

Should the Four Month Notices on the #9532, #9758 and #9871 Applications be cancelled?

Is the Landlord entitled to orders of possession based on the 9532, #9871 and #9758 Four Month Notices?

Are the Tenants of the #9871 Application entitled to an order for the Landlord comply with the Act, the regulation or the tenancy agreement?

Are the Tenants entitled to monetary orders for the recovery of the filing fee?

## **Background and Evidence**

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

For clarity, the residential property and rental units for the #9532 Application and the #9758 Application share the same residential building and the same general civic address. Whereas the #9871 Application concerns a rental unit and a residential property that is nearby to the residential property mentioned for the two above applications.

### *The Landlord's Positions on the Three Applications*

The Landlord's Counsel T.B. referred to the Landlord's evidence package and submitted that the three Four Month Notices are for the purpose of demolition of the residential properties where the three rental units are located. T.B. submitted that the Landlords have the required permits and approvals to proceed with the demolition process. T.B. submitted following evidence:

- copies of the #9532, #9871 and #9758 Four Month Notices
- copies of the salvage and abatement permits corresponding to the three rental units, the permits are all issued on October 1, 2025.
- copies of email correspondence with the municipal staff and municipal office of development, buildings, and licensing between October 2 and November 5, 2025
- copy of email correspondence between the Landlord's hired building contractor company and the salvage the company hired to perform the salvage and abatement work at the residential properties. The emails are dated October 28, 2025
- copies of preliminary pre-demolition hazardous building material assessments for the two residential properties where the three rental units are located. The reports are dated April 2, 2025
- copy of the salvage and abatement and demolition contract with the company of the Landlord's Contractor E.S.

The Landlord's Counsel T.B. referred to the municipal staff email evidence, the building material preliminary assessment reports, and the building contractor email dated October 28, 2025 and argued that the salvage and abatement work is a prerequisite to gaining a demolition permit and argued that the residential properties cannot be occupied in order to perform the prerequisite salvage and abatement work. T.B. referred

to sections 7.1, 7.3 to 7.9 and 8.1 of the assessment report evidence and submitted that the preliminary testing for the salvage and abatement work may release hazardous materials. T.B. also argued that even if the assessment reports and the preliminary inspections do not discover hazardous materials, the only definitive method to determine whether there are hazardous materials is by conducting destructive testing. T.B. submitted that the residential properties cannot be occupied during destructive testing.

The Landlord's Principal H.F. testified that the two residential properties where the three rental units are located will be demolished to construct a purpose-built rental building. H.F. elaborated that this is a large project where the Landlord has purchased the two residential properties in question and several adjacent properties. H.F. remarked that five residential properties will be demolished for this construction project.

In terms of good faith, the Landlord's Principal H.F. submitted that in June 2023, physical signs were posted in front of the residential properties to be demolished. In November 2023, the Landlord's development permit was granted, and that this prompted the Landlord to send out postcards to affected residents and even host information meetings in 2025 for the affected residents.

The Landlord's Building Contractor E.S. testified that they are the contractor hired by the Landlord to perform the demolition work and perform the salvage and abatement work. E.S. elaborated on destructive testing and explained that the contractors will wear protective outfits to find hazardous materials at the residential properties and remove them. E.S. affirmed that in their experience, preliminary assessments are not guaranteed to be accurate and that hazardous materials are more often than not uncovered during destructive testing. E.S. stated that the destructive testing cannot be performed with occupants present. E.S. stated that the two residential properties where the three rental units are located are built between 1925 to 1937, when asbestos was frequently used in residential construction. Besides asbestos, E.S. testified that there may be several other hazardous materials such as lead-based paint in the residential properties.

The Landlord's Counsel T.B. addressed the element of good faith in relation to the negotiations that took place with each set of Tenants on the three applications and submitted that settlement negotiations do not violate good faith, and that the lack of any formed agreements does not necessarily mean the Landlord has not demonstrated good faith.

#### *The #9532 Application and the Tenants' Position*

Evidence was provided showing that this tenancy began on December 1, 2020, with a monthly rent of \$3,622.00. The rental unit is a three-bedroom suite of a detached house on the Landlord's residential property. The tenancy is ongoing.

The parties agreed that the #9532 Four Month Notice was served and received by the Tenants' N.C. and A.M. on October 2, 2025.

A copy of the #9532 Four Month Notice is submitted by both parties. The Notice is in the standard RT-29 form, it contains the names and addresses of the Tenant N.C., Tenant A.M. and the Landlord, it contains the address of the rental unit, it provides an effective date of February 28, 2026, it is signed and dated by the Landlord's Principal H.F. on October 2, 2025. The reason stated on the Notice for ending the tenancy is because the Landlord is going to demolish the rental unit, and where the Notice also states that the Landlord has obtained all permits and approvals required by law to do this work. On the Notice, a permit number, description and issuing authority is provided. On the Notice, the planned work stated is to "demolish the property in order to build the approved 19 story mixed-use building, with 25-space private childcare and 175 secured rental units with 20% below market rents."

Regarding the permits and approvals, the Tenant N.C. agreed that the salvage and abatement work is a prerequisite step in order for a party to be approved for a demolition permit but argued that the demolition permit is current under review status, and that there is no guarantee the Landlord will be granted a demolition permit. N.C. testified that they do not believe the city's procedures override the Tenant's rights under the Act.

The Landlord's Counsel T.B. referred to Residential Tenancy Branch Policy Guideline 2B to support their arguments and emphasized that the Guideline suggests that if a permit cannot be issued because other conditions are unfulfilled, the Landlord would need to establish that those conditions and all possible steps have been completed. T.B. emphasized the salvage abatement permit evidence and the email correspondence with the municipal authority responsible for issuing permits.

Regarding good faith, the Tenant N.C. referred to the Landlord's evidence, specifically copies of the Landlord's proposals to mutually end the tenancy. N.C. remarked that the Landlord has attempted to negotiate proposals to mutually end the tenancies in a dishonest manner by fabricating restrictions on the limits of their proposals. In addition, N.C. argued that the Landlord is motivated to end the tenancy because they are under financial pressure from development fee increases.

The Landlord's Principal H.F. testified that the Landlord is always under financial pressure in relation to property developments because the Landlord is financed by construction lenders. H.F. elaborated that financing only begins after a building is demolished.

#### *The #9758 Application and the Tenants' Position*

Evidence was provided showing that this tenancy began on April 1, 2023, with a monthly rent of \$1,863.00. The rental unit is the basement suite of a detached house on Landlord's residential property. The tenancy is ongoing.

The parties agreed that the #9758 Four Month Notice was served and received by the Tenants' G.M. and S.C. on October 2, 2025.

A copy of the #9758 Four Month Notice is submitted by both parties. The Notice is in the standard RT-29 form, it contains the names and addresses of the Tenant G.M., Tenant S.C. and the Landlord, it contains the address of the rental unit, it provides an effective date of February 28, 2026, it is signed and dated by the Landlord's Principal H.F. on October 2, 2025. The reason stated on the Notice for ending the tenancy is because the Landlord is going to demolish the rental unit, and where the Notice also states that the Landlord has obtained all permits and approvals required by law to do this work. On the Notice, a permit number, description and issuing authority is provided. On the Notice, the planned work stated is to "demolish the property in order to build the approved 19 story mixed-use building, with 25-space private childcare and 175 secured rental units with 20% below market rents."

The Tenant G.M. referred to Landlord's preliminary assessment report for hazardous materials at the rental unit and emphasized that the report mentions that no asbestos was discovered. G.M. submitted that the preliminary testing was not performed at the residential property for the #9758 Application.

The Landlord's Counsel T.B. again emphasized that destructive testing will be definitive whether there are hazardous materials at the residential property.

#### *The #9871 Application and the Tenants' Position*

Evidence was provided showing that this tenancy began by June 15, 2024, with a monthly rent of \$3,500.00. The rental unit is a three-bedroom suite of a detached house on the Landlord's residential property. The tenancy is ongoing.

The parties agreed that the #9871 Four Month Notice was served and received by the Tenants' C.W., J.P. and S.D. on October 2, 2025.

A copy of the #9871 Four Month Notice is submitted by both parties. The Notice is in the standard RT-29 form, it contains the names and addresses of the Tenant C.W., Tenant S.D. and the Landlord, an attached schedule of parties supplements the Notice and provides names and addresses of the Tenant J.P and the Landlord. This Notice contains the address of the rental unit, it provides an effective date of February 28, 2026, it is signed and dated by the Landlord's Principal H.F. on October 2, 2025. The reason stated on the Notice for ending the tenancy is because the Landlord is going to demolish the rental unit, and where the Notice also states that the Landlord has obtained all permits and approvals required by law to do this work. On the Notice, a permit number, description and issuing authority is provided. On the Notice, the planned work stated is to "demolish the property in order to build the approved 19 story mixed-use building, with 25-space private childcare and 175 secured rental units with 20% below market rents."

The Tenant C.W. submitted that they had several phone calls with the Landlord's Principal H.F. in an attempt to form an agreement regarding the end of the tenancy. C.W. elaborated that the Landlord reneged on the negotiations and caused a lot of confusion.

## Analysis

### ***Should the Four Month Notices on the #9532, #9758 and #9871 Applications be cancelled?***

In my view, the cause for issuing the Four Month Notices on all three applications certainly share many overlapping facts and characteristics. For instance and broadly speaking, it is clear to me that the Landlord's plan for the construction project is a single project that has direct effect on the three rental units on the Landlord's two residential properties. Combined with the undisputed fact that the residential properties are physically located near each other, therefore I consider it appropriate to address all three Four Month Notices here.

The relevant legislation and guidelines below.

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.

Section D of Residential Tenancy Branch Policy Guideline #2B provides guidance on ending a tenancy for demolition of a rental unit in relation to permit and approvals required by law. Relevant sections of the Guideline states:

“Permits and approvals required by law” can include:

- demolition, building or electrical permits issued by a municipal or provincial authority;
- a change in zoning required by a municipality to convert the rental unit to a non-residential use; or
- a permit or license required to use it for a new purpose.

In general, it is the municipality, and not the Residential Tenancy Branch (RTB), that is responsible for enforcing its policies and bylaws. RTB will only consider this to the extent the policies and bylaws impact on or create additional required permits and approvals for the repairs and renovations themselves. Landlords should check with the local government where the rental unit is located as they may face other legal consequences if they fail to do certain things even if an order of possession is granted under the RTA.

When ending a tenancy under section 49 (6) of the RTA or section 42 (1) of the MHPTA, a landlord must have all necessary permits and approvals that are required by law before they give the tenant notice. If a notice is disputed by the tenant, the landlord is required to provide evidence of the required permits or approvals.

The required permits must have been valid at the time the Notice to End Tenancy was given... A permit that was valid at the relevant time but that has expired prior to the dispute resolution hearing will not always be considered a failure to obtain

the necessary permits and approvals. A landlord may provide evidence of their efforts to obtain an extension of the permit and an arbitrator will consider that evidence and the likelihood of the permit being renewed in making a determination about whether all necessary permits and approvals have been obtained. In some circumstances, an arbitrator may adjourn the hearing while the relevant authority reaches a decision on renewing a permit.

The permits or approvals must cover the extent and nature of work that requires vacancy of the rental unit(s) or the planned conversion. A landlord does not need to show that they have every permit or approval required for the full scope of the proposed work or change...

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.

Section E of the Policy Guideline 2B also addresses good faith, where it states:

In *Gichuru v Palmar Properties Ltd.*, 2011 BCSC 827 the BC Supreme Court found that good faith requires an honest intention with no dishonest motive, regardless of whether the dishonest motive was the primary reason for ending the tenancy. When the issue of a dishonest motive or purpose for ending the tenancy is raised, the onus is on the landlord to establish they are acting in good faith: (see *Aarti Investments Ltd. v. Baumann*, 2019 BCCA 165; *Doell v. Doe*, 2022 BCSC 655; and *Sandhu v Gill*, 2024 BCSC 412).

Good faith means a landlord is acting honestly, and they intend to do what they say they are going to do. It means they are not trying to defraud or deceive the tenant, they do not have an ulterior purpose for ending the tenancy, and they are not trying to avoid obligations under the RTA or MHPTA or the tenancy agreement.

Rule 6.6 states the standard of proof is on a balance of probabilities and in instances where a tenant applies to cancel a notice to end tenancy, the onus is on the Landlord to demonstrate and support the reasons for ending the tenancy are valid.

The onus is on the Landlord to support their reasons for ending the tenancy as stated on the three Four Month Notices.

Based on the evidence before me, and on a balance of probabilities, I find that the Landlord has established their claim that they intend to demolish the three rental units on the two residential properties listed in the Applications #9758, #9532 and #9871, as stated on the three Four Month Notices, and in good faith.

In terms of the stated purpose, I assign the greatest weight to the Landlord's salvage and abatement permits, the Landlord's contract with their hired Building Contractor company, and the October and November correspondence with the municipal staff regarding the process for granting a demolition permit. Based on this, I accept the Landlord's argument that the salvage and abatement process is a required step in order to obtain a demolition permit. To me, the municipal staff communications make it clear that a salvage and abatement permit is a required part of the process to be approved for a demolition permit. On this front, I find that the Landlord's arguments and supporting evidence is consistent with the requirements suggested by the Policy Guideline #2B.

For instance, the Four Month Notice states the objective is demolition of residential properties, not simply limited to salvage and abatement. In another instance, the Landlord's multiple email communications with the permit issuing authority provides the same response from the appropriate office of the permit issuing authority.

While the Tenants argue that there is no guarantee that a demolition permit will be granted by the municipal authority, I do not consider this relevant given my satisfaction that the Landlord has sufficiently demonstrated that they have completed all the required steps, approvals, and permits prior to issuing the Four Month Notices. The most significant evidence here is the email correspondence dated October 2, 2025 addressed to the Landlord's Principal H.F., where the municipal staff communicates that salvage and abatement work may begin even though the demolition permit has not been issued yet.

Regarding vacancy, even if the preliminary reports have not uncovered hazardous materials, I accept the Landlord's estimated on the age of the residential properties to be between 1925 to 1937, and when considered on balance with the Landlord Building Contractor E.S.'s considerable experience in the demolition industry, I accept that there is a likelihood that the building materials at the two residential properties contain hazardous materials such as asbestos. Based on this, I am persuaded that the occupation of the rental unit during the salvage and abatement process is more likely to be unfeasible than not.

In terms of good faith, although the Tenants argued that the Landlord's attempts to negotiation must be considered to be in conflict with a landlord's requirements to demonstrate good faith, I disagree. In my view, there is no meaningful evidence to suggest that the Landlord's attempts to negotiate with the Tenants were conducted in a dishonest manner, or in a manner meant to deceive the Tenants. The Landlord's own evidence includes copies of the drafts and mutual agreements to end the tenancies, I find that this is consistent with the Landlord's reasons for ending the tenancy as stated on the Four Month Notices. In any event, notwithstanding any of the above, I also do not assign the negotiations any significant weight given the absence of any agreement formed.

I uphold the Landlord's three #9532, #9871 and #9758 Four Month Notices.

Based on the above, the Tenants' Applications #9532, #9758 and #9871 to cancel the Landlord's Four Month Notices are dismissed, without leave to reapply.

***Is the Landlord entitled to orders of possession based on the #9532, #9871 and #9758 Four Month Notices?***

Section 55(1) of the Act states that if a tenant makes an application for dispute resolution to dispute a landlord's notice to end tenancy, the director must grant the landlord an order of possession of the rental unit if the tenant's application is dismissed, and if the landlord's notice to end tenancy complies with section 52 of the Act.

A notice served under section 49 of the Act must comply with section 52 of the Act for form and content.

I have examined the #9532, #9871 and #9758 Four Month Notices for form and content and I find that they comply with section 52 of the Act.

As the Tenants' applications #9532, #9758 and #9871 have been dismissed, under section 55(1) of the Act, I grant the Landlord Orders of Possessions based on the effective date of the three Notices for the rental units and tenancy agreements associated with each respective Notice.

In other words, the Landlord is granted three Orders of Possession, specifically one order for each of the rental units and their respective tenancy agreements.

***Are the Tenants of the #9871 Application entitled to an order for the Landlord comply with the Act, the regulation or the tenancy agreement?***

On this part of the Tenants #9871 Application, the Tenants C.W., J.P. and S.D.'s application states:

“Does not have the required permits to serve us a 4 month notice”

Based on the description of this part of the Tenants' #9871 application, I consider this a duplicate of the Tenants' earlier application, specifically a duplicate of the Tenants' dispute of the Landlord's #9871 Four Month Notice. As that issue has already been determined above, I decline to adjudicate duplicate issues any further.

The Tenants application for an order compelling the Landlord to comply is dismissed without leave to reapply.

***Are the Tenants entitled to the recovery of the filing fee?***

As the Tenants are not successful in the applications #9532, #9758 and #9871, I find that the Tenants are not entitled to the recovery of the filing fees for their respective applications, and I dismiss the Tenants' request to recover the filing fee without leave to reapply.

## Conclusion

I grant the Landlord three Orders of Possession **effective by 1:00 PM on February 28, 2026, after service of the Orders 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.

The Tenants' Application #9532 to dispute the Landlord's #9532 Four Month Notice is dismissed without leave to reapply.

The Tenants' Application #9758 to dispute the Landlord's #9758 Four Month Notice is dismissed without leave to reapply.

The Tenants' Application #9871 to dispute the Landlord's #9871 Four Month Notice is dismissed without leave to reapply. The Tenants' application for the Landlord to comply with the Act or tenancy agreement is dismissed, without leave to reapply.

The Tenants requests to recovery the filing fees for their respective applications are dismissed without leave to reapply.

This decision is made on the authority delegated to me by the Director of the Residential Tenancy Branch under section 9.1(1) of the Act.

Dated: December 16, 2025

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Residential Tenancy Branch