

DECISION

This hearing dealt with the Landlord's application under the *Residential Tenancy Act* (the "Act") dated November 26, 2025, seeking vacant possession of the rental unit to perform renovations or repairs.

Issue to be Decided

Are the Landlords entitled to an order of possession to perform renovations or repairs, pursuant to section 49.2 of the Act?

Service of Notice of Dispute Resolution Proceeding and Evidence (Collectively, the Proceeding Package)

Landlord G.G. advised that they served the Proceeding Package on all the Tenants in person and a proof of service was provided for each Tenant. Tenant S.D. also confirmed receiving the Proceeding Package. I find that the Tenants were served in accordance with section 89(1) of the Act.

None of the Tenants have submitted any evidence package for this application.

Background and Evidence

The Landlords advised the property was acquired by their family in the late 1970s and ownership was transferred to the Landlords around 2023. The Landlords advised the property was built in 1910 and the only major renovations were done when the family acquired the property in the 1970s.

The Landlords' position is that the renovations are needed to prolong and sustain the property as the building is 116 years old and they need to bring everything up to the current code standards. The letter from the Landlords' architect states "these renovations are critical to extending the lifecycle of the building and ensuring long-term safety and well-being of future occupants" (the Architect's Letter). The Architect's Letter goes on to outline the work to be completed including, removing and replacing all existing electrical systems to bring home to current electrical safety standards, seismic upgrades to enhance the safety and structural resilience of the building, installation of new sprinkler system, converting from gas heating system to an electrical heating system, replacing aging plumbing, improvements and floor reconfiguration. The letter from the contractor states "these improvements are essential to ensure continued structural integrity, building safety, and long term functionality" (the Contractor's Letter).

Both the Contractor's Letter and Architect's Letter advised the renovations will take approximately 1 year and require vacant possession. Landlord G.G. advised that all services will be cut off during the renovation period. The Contractor's Letter states that "due to the extent and nature of this work, the building will not be safe or accessible for occupants during construction".

The Landlords also provided a building permit, water permit and street use permit. The water permit was issued October 2025, the building permit was issued November 25, 2025, and the street use permit was issued September 17, 2025. The Landlords also provided architectural plans and drawings of the work intended to be completed.

Tenant S.N. argued they believe the Landlords are too cheap to complete this work and that this property is a teardown. Tenant S.N. also argued they believe the Landlords are just doing this so they can evict the Tenants.

In response, Landlord G.G. advised that they choose not to knock down the rental unit and do these extensive renovations because this allows the Landlords to keep the current high square footage.

Analysis

The Act section 49.2(1) provides that a Landlord may make an application for dispute resolution requesting an order to end a tenancy, and an order granting a Landlord possession of a rental unit, if **all** of the following circumstances 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.

(a) Permits

According to *Residential Tenancy Branch Policy Guideline 2B (Policy 2B)*, permits or approvals must cover the extent and nature of work that requires vacancy of the rental unit, and required permits must have been valid at the time the application to end the tenancy was made.

The Landlords provided copies of the building permit, water permit and street use permit all were valid at the time the application was made. As such, I am satisfied the

Landlords have the necessary permits and approvals required by law to carry out the proposed work.

Tenant S.N. argued that they don't believe the Landlords will complete the repairs as they are cheap. The Landlords have provided documentation including, permits, drawings, plans, and letters from hired professionals that support this work will be undertaken. The Tenants have provided no evidence to contradict the Landlords' evidence. As such, I find that this argument was the opinion of Tenant S.N., without any supporting evidence. I find that the evidence of the Landlords supports that they plan to undertake major renovations. Tenant S.N. also argued that this is a teardown property; however, I find that it is the Landlords' decision how they want to repair and renovate their property. As such, I find that the Tenants' opinion that this property is a teardown is not relevant to determining good faith intention.

Based on the above, I find that the Landlords have demonstrated a good faith intention to carry out the repairs and renovations and the Landlords have the necessary permits.

(b) Vacancy required

According to Policy 2B,

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).

Based on the testimony of Landlord G.G. and the evidence, I find that the Landlords have provided sufficient evidence to support that the rental units require vacant possession to perform the scope of work. Given the removal of structural changes, conversion of the heating system, rewiring, plumbing upgrades and reconfiguration of the floorplan, I find that the work requires vacancy. Additionally, the Contractor's Letter and the Architect's Letter support that vacancy is required. Landlord G.G. also testified that services will be cut off during the renovation period. Therefore, I find the renovations and repairs intended by the Landlords will require the rental units to be vacant.

(c) Renovations are necessary

As stated in Policy 2B, renovations and repairs are important to the life cycle of a building to ensure the rental unit and the building in which it is located remain safe for tenants. Renovations or repairs are necessary if they prolong or sustain the use of the rental unit or the building in which the rental unit is located.

I accept that the renovations proposed by the Landlord would prolong or sustain the use of the rental units and that many of the building components are past their useful life. For example, the Architect's Letter supports that the aging plumbing will be replaced. I find the work proposed by the Landlords includes necessary upgrades to the electrical, plumbing, and fire sprinkler system all of which prolong and sustain the use of the rental property. Additionally, the Landlords are making seismic upgrades which will enhance the safety and structural resilience of the building. The Contractor's Letter also supports that these renovations are "essential to ensure continued structural integrity, building safety and, long-term functionality".

(d) Whether tenancy must end

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.

Based on the testimony and the evidence submitted, I find that the renovations and repairs will take a minimum of a year. Based on the evidence presented, I find that it would not be reasonable to continue the tenancies under alternative access or living arrangements during the renovation period.

(e) Outcome

For the reasons given above, I conclude that the Landlords are entitled to an order of possession for renovations and repairs under section 49.2 of the Act.

Pursuant to section 49.2(3) of the Act, I grant the Landlord an Order of Possession effective May 31, 2026, **at 1:00 PM**. This date is a full 4 months past the date of this decision, January 14, 2026.

I remind the parties that under section 51.4(1) of the Act, a tenant who receives an order ending a tenancy under section 49.2 of the Act is entitled to receive from the landlord on or before the effective date of the director's order an amount equal to one month's rent payable under the tenancy agreement. The tenant may withhold this amount from last month's rent.

Conclusion

The Landlords' application is successful.

The tenancies must end due to renovations and repairs that require vacant possession. The Landlord has been granted an Order of Possession effective May 31, 2026, at 1:00 PM. This order must be served on the Tenants and may be enforced in the Supreme Court of British Columbia.

The Landlords must serve a copy of this Decision and the attached Order of Possession on the Tenants as soon as possible.

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: January 14, 2026

Residential Tenancy Branch