



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNL

Introduction

The tenant seeks to cancel a Notice to End Tenancy given for Landlord's Use.

Both parties appeared at the hearing of this matter and gave evidence under oath.

Issue(s) to be Decided

Has the landlord met the burden of proving cause to end this tenancy.

Background and Evidence

The landlord served the tenant with a Notice to End Tenancy on April 18, 2012. In that Notice the landlord states that he wishes to end this tenancy pursuant to Section 49(6)(b) which states:

(6) 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 do any of the following:

(a) demolish the rental unit;

(b) renovate or repair the rental unit in a manner that requires the rental unit to be vacant;

(c) convert the residential property to strata lots under the *Strata Property Act*;

(d) convert the residential property into a not for profit housing cooperative under the *Cooperative Association Act*;

(e) convert the rental unit for use by a caretaker, manager or superintendent of the residential property;

(f) convert the rental unit to a non-residential use.

The tenant has occupied the upstairs portion of the home since 2003. The landlord now intends to convert the basement of the home into a suite. The landlord has submitted a City of Vancouver development permit indicating the alternations to be made. The landlord has also submitted a letter from Repute Development & Construction Ltd. Indicating the work to be performed. The letter sets out that the renovations will take 3 to 5 months to complete. It goes one to state that water, gas and electrical services will be shut down during the course of the renovation; that demolition of an existing drywall in the entry foyer will be undertaken and that such demolition and renovation work may pose a danger to occupants of the residence. Further that WorkSafe BC regulations and general liability insurance does not allow for or cover occupants living in the home during renovations.

The tenant disputes that the work to be performed to add a suite into the first level of the home will require her to vacate her upstairs suite. The tenant states she understands that her water, gas and electrical services may be shut down from time to time but not for an entire 3-5 months simply to put a suite in the home.

Analysis

Overall I find that the landlord is provided insufficient evidence of the detail and nature of the work involved to meet his burden of proving that this tenancy must end in order for the landlord to build a secondary suite in the home.

The tenant's application is therefore allowed. The effect of this decision is that this tenancy shall continue as though no notice had been served.

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: May 28, 2012.

Residential Tenancy Branch