



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNL FF

Introduction

This hearing dealt with an application by the tenant to cancel a notice to end tenancy for landlord's use. The tenant and an agent for the landlord participated in the teleconference hearing.

At the outset of the hearing, each party confirmed that they had received the other party's evidence. Neither party raised any issues regarding service of the application or the evidence. I have reviewed all testimony and other evidence. However, only the evidence relevant to the issues and findings in this matter are described in this decision.

Issue(s) to be Decided

Is the notice to end tenancy valid?

Background and Evidence

On March 21, 2013, the landlord served the tenant with a notice to end tenancy for landlord's use. The notice indicates that the reason for ending the tenancy is that the landlord intends to repair the rental unit in a manner that requires the rental unit to be vacant.

Landlord's Evidence

The landlord stated that all of the other 30 units in the building have been renovated, and the landlord intends to do a complete renovation on the rental unit, from top to bottom. The landlord stated that their maintenance staff does the work, and it will take approximately two months to complete. The landlord stated that the renovations will take this long because the maintenance staff has to look after 214 units in total, and if there is an emergency in another unit they will have to attend to that. In support of the

notice, the landlord submitted a list of the scope of work planned for the rental unit, as well as a CD of photographs depicting the current condition of the rental unit.

Tenant's Response

The tenant stated that he did not think that his unit had to be vacant for the renovations to be done. He did not think it would take two months for the work to be done. The tenant suggested that a schedule could be set up to do the renovations room by room. The tenant also stated that with advance notice he could arrange to be vacant from the unit while painting is done.

Analysis

Upon consideration of the evidence, I find that the landlord did not provide sufficient evidence to establish that vacant possession of the unit was required to do the renovations. The landlord plans to do the renovations with their own staff, and the reason that the work would take up to two months is because their staff will have other obligations and will not be able to do the planned renovations without interruption. I find that the landlord did not provide sufficient evidence to show why the renovations could not be done room by room. I therefore find that the notice to end tenancy is not valid, and I cancel the notice.

Conclusion

The notice to end tenancy for landlord's use dated March 21, 2013 is cancelled, with the effect that the tenancy continues.

As the tenant was successful in his application, he is entitled to recovery of the \$50 filing fee for the cost of his application. The tenant may deduct this amount from his next month's rent.

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: April 30, 2013

Residential Tenancy Branch

