



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 the landlord both participated in the teleconference hearing.

At the outset of the hearing, the landlord confirmed that he had received the tenant's application and evidence. The landlord submitted evidence that he did not serve on the tenant, and I therefore did not admit or consider that evidence. The landlord and the tenant gave testimony in the hearing. I have reviewed all testimony and other admissible 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 June 10, 2013, the landlord served the tenant a notice to end tenancy for landlord's use. The notice indicated that the reason for ending the tenancy was that the landlord had all necessary permits and approvals required by law to demolish the rental unit or repair the rental unit in a manner that requires the rental unit to be vacant.

Landlord's Evidence

The landlord stated that the rental unit requires significant repairs, due to water leakage and mould. The gyprock has to be removed in the ceilings and walls, and the flooring has to be removed, as there is water running underneath the floors. The bathroom will have to be completely ripped apart, as may other parts of the unit if there is mould

seeping up through the walls. The landlord stated that he confirmed with the City that he would not require any permits to do this work. The landlord was unable to state how long the work would take, only that the previous bathroom repairs took 16 months.

Tenant's Response

The tenant stated that she believed if the landlord was doing such extensive renovations, he would require a permit, and for that reason the notice is not valid.

Analysis

I find that the notice to end tenancy is valid. I accept the landlord's evidence that due to water leakage and mould, extensive repairs are likely required. I further accept the landlord's testimony that no permits are required to do this work. The tenant did not provide any further reasons why she disputed the notice.

As the tenant's application was not successful, she is not entitled to recovery of the filing fee for the cost of her application.

Conclusion

The tenant's application to cancel the notice to end tenancy is dismissed.

It is open to the landlord to apply for an order of possession pursuant to the notice.

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: July 29, 2013

Residential Tenancy Branch