



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding 0980064 BC LTD
and [tenant name suppressed to protect privacy]

DECISION

Dispute Code CNL

Introduction

This hearing was convened as a result of the Tenant's Application for Dispute Resolution, received at the Residential Tenancy Branch on September 1, 2017 (the "Application"). The Tenant applied for an order cancelling a Two Month Notice to End Tenancy for Landlord's Use of Property, dated August 28, 2017 (the "Two Month Notice"), pursuant to the *Residential Tenancy Act* (the "*Act*").

The Tenant attended the hearing on his own behalf and was assisted by P.L., an advocate. The Landlord was represented at the hearing by S.R., an agent. S.R. was accompanied by A.S., a witness, who did not participate in the hearing. All those giving oral testimony provided a solemn affirmation.

Both parties acknowledged service and receipt of the documentary evidence to be relied upon and no issues were raised with respect to this evidence during the hearing. Pursuant to section 71 of the *Act*, I find the parties were sufficiently served with these documents for the purposes of the *Act*.

The parties were provided with a full opportunity to present their evidence orally and in written and documentary form, and to make submissions. I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Background and Evidence

The rental property is a 4-plex. The Tenant occupies a 1-bedroom unit in the rental property. The tenancy began in or about 2011. Currently, rent is due in the amount of \$480.00 per month.

The Landlord purchased the property on or about July 19, 2017, and took possession on August 15, 2017. During the purchase and sale process, the Landlord obtained a property inspection report, dated July 13, 2017 (the "Report"). Based in part on the findings contained in the Report, the Landlord decided to complete renovations to the rental property. On behalf of the Landlord, S.R., who described himself as an investor and builder, testified that the renovations will require vacant possession of the Tenant's rental unit for 2-3 months, commencing February 1, 2018. Accordingly, the Landlord issued the Two Month Notice. The Tenant acknowledged receipt of the Two Month Notice.

The Landlord submitted a scope of work document into evidence. It confirmed the renovation would include the following work:

- Demolition and replacement of kitchen cabinets, sink, faucet;
- Demolition and replacement of bathroom vanity, tub, sink, and faucet;
- Demolition and replacement of all flooring throughout the unit;
- Removal and replacement of all light fixtures;
- Remove portions of drywall to allow for installation of new washer and dishwasher;
- Drywall, taping, and mudding of opened walls;
- Install new appliances; and
- Paint unit.

Included with the Landlord's documentary evidence was email correspondence between S.R. and the city with respect to permit requirements. The emails confirm a requirement for a plumbing permit, a copy of which was included with the Landlord's documentary evidence. S.R. advised the drywall and plumbing work in the Tenant's rental unit will extend to the unit below.

On behalf of the Landlord, S.R. also indicated that the renovations will include repair of exterior cladding and parts of the foundation, and that these repairs do not require a permit. S.R. also identified concerns with drainage that were raised in the Report, which will be addressed in the renovations.

Further, S.R. repeated that the Tenant will not be able to live in the rental unit as there would be no kitchen, no bathroom, no plumbing, and no electricity for much of the renovation.

In reply, the Tenant indicated he wishes to stay in the rental unit and would be prepared to move out during the renovations. On behalf of the Tenant, P.L. submitted that the Landlord's motivation for completing the renovation is primarily financial, which S.R. denied. P.L. also suggested that the estimated cost indicated on the permit application included with the Landlord's documentary evidence appeared to be low. S.R. advised that his experience as a builder and landlord helps to keep costs low. In addition, P.L. suggested that a kitchen island included in the scope of work document and schematic diagram submitted by the Landlord might not fit in the kitchen due to the size of the rental unit. Referring to the schematic diagram, S.R. denied the space is too small to accommodate a kitchen island, which has been installed in the one renovated unit in the property.

Analysis

Based on the affirmed oral testimony and documentary evidence, and on a balance of probabilities, I find:

Section 49 of the *Act* permits a landlord to end a tenancy when the landlord intends to demolish the rental unit, or renovate or repair the rental unit in a manner that requires the rental unit to be vacant. In this case, on behalf of the Landlord, S.R. testified that extensive renovations will take place that require vacant possession. The extent of the renovations has been summarized above. The Tenant expressed a desire to remain in the rental unit. The Tenant's advocate, P.L. made submissions on the Tenant's behalf, suggesting the renovations either did not require the rental unit to be vacant or that the Tenant was willing to return after the renovations are complete. However, I was not referred to any authority to suggest a landlord has an obligation to continue a tenancy after issuing notice to end tenancy for landlord's use of property where the tenant expresses a desire to stay. Indeed, in this case, the Tenant's willingness to vacate the

rental unit for 2-3 months during the renovation appears to acknowledge a need for vacant possession.

After careful consideration of the evidence submitted by the parties, I am satisfied the Landlord intends to renovate the Tenant's rental unit, and that vacant possession is required. The Two Month Notice is upheld and the Application is dismissed.

When a tenant's application to cancel a notice to end tenancy is dismissed and the notice complies with section 52 of the *Act*, section 55 of the *Act* requires that I grant an order of possession to the landlord. Copies of the Two Month Notice were provided by both parties. I find the Two Month Notice complied with section 52 of the *Act*. Accordingly, pursuant to section 55 of the *Act*, I find the Landlord is entitled to an order of possession, which will be effective two (2) days after service on the Tenant.

Conclusion

The Tenant's Application is dismissed. By operation of section 55 of the *Act*, the Landlord is granted an order of possession, which will be effective two (2) days after service on the Tenant. The order of possession may be filed in and enforced as an order of the Supreme Court of British Columbia.

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: November 29, 2017

Residential Tenancy Branch