Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding 817306 BC LTD
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNL-4M

Introduction

On March 4, 2021, the Tenant submitted an Application for Dispute Resolution under the *Residential Tenancy Act* (the "Act") requesting to cancel a 4 Month Notice for Demolition, Renovation, Repair or Conversion of a Rental Unit, to request a Monetary Order for compensation, to order the Landlord to complete repairs, and to recover the cost of the filing fee. The matter was set for a participatory hearing via conference call.

The Landlord's Agent and Legal Counsel (the "Landlord"), and the Tenant and her Legal Counsel (the "Tenant") attended the original hearing on June 8, 2021.

During the original hearing and in the subsequent Interim Decision, the following was established:

1. The Tenant's issues were limited, by amendment and severing, to a request to cancel a Four Month Notice to End Tenancy for Demolition, Renovation, Repair or Conversion of a Rental Unit.
2. The Tenant's submission of evidence on June 2 and June 4, 2021 is admissible.
3. The Landlord has an opportunity to respond to the Tenant's evidence of June 2 and June 4, 2021 within 2 weeks of receiving the Interim Decision.
4. The original hearing was adjourned to provide the Landlord time to review and respond to the Tenant's June 2021 submissions.

The Landlord's Agent and Legal Counsel (the "Landlord"), and the Landlord's Director and Witness VT, and the Tenant and her Legal Counsel (the "Tenant") attended the reconvened hearing on September 28, 2021. They were provided the opportunity to present their relevant oral, written and documentary evidence and to make submissions at the hearing. The parties testified that they exchanged the documentary evidence and

did not raise any concerns regarding the service method or service timelines. As such, I find that the evidence before me is admissible for these hearings.

The September 28, 2021 hearing was adjourned after 145 minutes to provide both parties further time to be heard.

The Landlord's Agent and Legal Counsel (the "Landlord"), and the Tenant and her Legal Counsel (the "Tenant") attended the second reconvened hearing on November 8, 2021. They were provided the opportunity to make submissions at the hearing.

Preliminary Matter – Address of Rental Unit

Both the parties and the submitted documentary evidence refer to the rental unit with various addresses. During the first reconvened hearing, on September 28, 2021, both parties agreed that the address for the rental unit is as noted on the Style of Cause for this Decision.

Preliminary Matter – Settlement attempt

Section 63 of the Act allows an arbitrator to assist the parties to settle their dispute and if the parties settle their dispute during the dispute resolution proceedings, the settlement may be recorded in the form of a Decision and include an Order.

Accordingly, I attempted to assist the parties to resolve this dispute by helping them negotiate terms for a Settlement Agreement with the input from both parties. The parties could not find consensus on the terms of a Settlement Agreement; therefore, the following testimony and evidence was heard, and a Decision made by myself.

Preliminary Matter – Procedural fairness

During the 5 hours and 42 minutes, during which both parties were given a chance to present their relevant oral, written and documentary evidence and to make submissions at the hearing, there were several instances where one party or the other would contest the admissibility of another's evidence, the Rules of Procedure, or the calling of a witness. During these times, I found that the parties were able to discuss the matter and come to an agreement, either between themselves or with my input. For example, during the second reconvened hearing, the parties agreed between themselves that they would not call any further witnesses as the bulk of their cases had been presented; and instead, they would focus on final submissions.

I will not be documenting every piece of evidence referenced, nor will I be noting every interaction regarding process that occurred during the hearing(s). However, I do wish to note that neither party brought forward any unsettled procedural concerns that interfered with their case. I find both parties were provided a full opportunity to present their case, and each, by the time the hearing was over, confirmed that they had no further questions, submissions, or concerns.

Issues to be Decided

Should the Four Month Notice to End Tenancy for Demolition, Renovation, Repair or Conversion of a Rental Unit, dated February 27, 2021 (the "Four Month Notice"), be cancelled, in accordance with section 49 of the Act?

If the Four Month Notice is not cancelled, should the Landlord receive an Order of Possession, in accordance with section 55 of the Act?

Should the Tenant be compensated for the cost of the filing fee, in accordance with section 72 of the Act?

Background and Evidence

Unless otherwise stated in this Decision, only documentary evidence presented or referred to by the parties during the hearing has been considered, pursuant to rule 7.4 of the Rules of Procedure.

Although I have reviewed all evidence and testimony before me that was presented for consideration in accordance with the Act and the Rules of Procedure, I refer only to the relevant and determinative facts, evidence, and issues in this Decision.

Both parties agreed to the following terms of the tenancy:

The one-year, fixed-term tenancy began on March 01, 2013 and continued as a month-to-month tenancy. The rent is $1,050.00 and due on the first of each month. The Landlord collected and still holds a security deposit in the amount of $525.00 and a pet damage deposit in the amount of $100.00.

Both parties agreed to the following statement of facts regarding the Four Month Notice:

The Four Month Notice, dated February 27, 2021, was posted to the Tenant's door with a move out date of June 30, 2021. The two reasons the Landlord selected for ending the tenancy, as stated on the Four Month Notice, was that the Landlord was going to perform renovations or repairs that are so extensive that the rental unit must be vacant, and that the Landlord was going to convert the rental unit for use by a caretaker,

manager, or superintendent of the residential property. The Landlord noted on the Four Month Notice that the planned work included the removal of asbestos, removal of mold, and a complete renovation and update of the unit. The Landlord wrote "The asbestos removal contractor will not undertake to do the work unless the unit is completely vacant of all possessions, for the reasons of liability, in accordance with WCB regulations." The Landlord also selected the box that stated: "No permits and approvals are required by law to do this work."

The Landlord provided some background and testified that the residential property was constructed in the 1960's, consisted of three floors and is a mixed-use residential and commercial property. The main floor is commercial, the second floor consist of three residential units and the third floor consists of the rental unit, which has three bedrooms, two bathrooms, a kitchen and dining room.

The Landlord submitted detailed explanations of the planned renovation, receipts of the purchased appliances and various contractor estimates for the renovations. The Landlord submitted a letter, dated June 21, 2021, from the "contractor of choice" who estimated that the renovations would take approximately 8 weeks to complete and longer if they had to hire a "qualified contractor to remove the asbestos drywall". The contractor included that water would need to be shut off during the bathroom renovations and electricity for the unit would be off for the days where new fixtures and appliances were installed.

The Landlord submitted a Summary of Improvements and Renovations for the rental unit that included cosmetic upgrades such as new appliances, cabinets, flooring, fixtures, and new paint. Other estimates included descriptions of the demolition and installation of similar cosmetic upgrades as well as new stairs, switches, outlets, and light fixtures. A third estimate included replacing the kitchen (demo to drywall and subfloor), replacing bathrooms (demo to studs and subfloor), and replacing all finishes throughout (demo to drywall and subfloor).

The Landlord stated that the Tenant reported a roof leak in the rental unit on January 6, 2021, which the Landlord responded to, two days later, by clearing clogged drains. The Landlord stated that the Tenant notified the Landlord, via email on January 21, 2021, of mold and water damage to the ceiling in the bedroom and dining room of the unit, and that the roof had caved in. The damage required extensive repairs.

The Landlord testified that he attempted to inspect the rental unit on January 23, 2021 but was denied entry. The Landlord's roofer was permitted access on January 28, 2021 and provided limited repairs, patched the leak, and sealed the caved in ceiling.

The Landlord brought in a contractor to prepare a hazardous materials report on February 1, 2021 and stated that the Landlord did not receive a report from the contractor regarding their inspection.

The Landlord stated that the Tenant denied access to the rental unit on February 4, 2021 when the Landlord attempted to arrange for further repairs. The Landlord testified that WorkSafe BC contacted them on February 5 and 8, 2021, regarding the repairs in the rental unit.

On February 8, 2021, the Landlord retained a second qualified contractor (the "qualified contractor") to sample the damaged areas for mold and asbestos. On February 13, 2021, the Landlord received a report that indicated there was mold and asbestos in the materials and promptly notified the Tenant that the rental unit would not be fit for occupancy based on the results.

The Landlord served the Four Month Notice to the Tenant on February 27, 2021.

The Landlord stated that they retained the qualified contractor to remove the mold and asbestos from the rental unit starting on March 3, 2021 and reported that this was completed as of March 26, 2021.

The Landlord testified that the Tenant refused access to the Landlord on several occasions over the course of the repair project.

The repairs continued and the Landlord testified that an electrical permit was obtained by the construction contractor, which was required upon removal of the interior drywall. The Landlord stated that the completion of the drywall remediation and painting was completed by May 26, 2021.

The Landlord submitted that they planned to renovate the rental unit following the repairs and issued the Four Month Notice as the unit contained dangerous materials that required approximately 3-4 months to contain and remove. The Landlord had decided to proceed with the renovations so his daughter, an employee, could manage the Landlord's local properties and businesses.

The Landlord called Witness VT, who was identified as the Landlord Agent's daughter and employee. Witness VT provided, amongst other statements, the following affirmed testimony (not verbatim) when questioned by both parties:

- The Landlord (Agent) is my father and employer.
- I am employed as a manager of the XXX ("motel/inn") next door to the rental unit.
- I work about 30-40 hours a week as the manager.
- I have been working at the (motel/inn) for the last 10 years and have been doing so remotely.
- In January 2021, my father discussed the renovation of the rental unit for the purpose of my family and I to move into.
- I haven't discussed the move from XXX (Lower Mainland) and the renovations to the rental unit "in great detail" with my father. "No specifics."
- The rental unit is big enough for my husband, three children and I to move into.

- I have never been to the rental unit.
- I intend to move myself and my family into the rental unit when it is ready.

The Landlord submitted that the Landlord's daughter, Witness VT, manages the social media accounts, advertising and operations of (motel/inn) and is currently located in XXX (Lower Mainland). Witness VT would move herself and her family into the rental unit to provide management oversight of the residential property and (motel/inn). The Landlord stated that the Landlord's Agent or Director do not live in the same city as the rental unit or the (motel/inn), and by having Witness VT living in the rental unit would provide a manager on site for both the residential property and the (motel/inn).

The Landlord submitted that the Four Month Notice was issued in good faith and should be upheld. The Landlord has requested an Order of Possession for the rental unit.

The Tenant submitted that the Four Month Notice was not issued in good faith and that the Landlord has failed to meet the statutory requirements of section 49(6) of the Act.

The Tenant submitted that, since the beginning of the tenancy, the Tenant was instructed to pay her rent and correspond with the Landlord via the staff at the (motel/inn) adjacent to the rental unit. The Tenant submitted that there had been a history of leaks in the rental unit. The Tenant stated that she repeatedly informed the staff at (motel/inn), as instructed by the Landlord, about the leaking ceiling in the bedroom and dining room throughout October 2020 to January 2021. As the damage increased, the Tenant advised the staff that there was evidence of mold growth. Regardless of the Landlord being aware of the water leak, no repairs to the roof were carried out beyond debris being swept off the roof to improve drainage.

The Tenant testified that the damage to the unit continued to worsen; therefore, she wrote to the Landlord directly on January 21, 2021, to inform him that she reported the leak to the staff at the (motel/inn) on two occasions in January, yet no repairs had been completed. The Tenant explained to the Landlord that the ceiling was partially collapsed, that there was mold growth and asked if he could have someone look at the two areas of her ceiling that were degrading and causing her distress. The Tenant followed up her correspondence with an email to the Landlord on January 23, 2021 with photos that showed the extensive damage to the unit as a result of the leaking roof.

The Tenant stated that she provided access to a roofer, arranged by the Landlord, on January 28, 2021 and that she was advised by the roofer that he had told the staff at the (motel/inn) that a mold remediation company was required immediately, and that there was seven inches of standing water on the roof.

On the same day, the Tenant also gave access to a contractor who examined the damage and advised the Tenant there was a high likelihood that the damaged drywall contained asbestos.

The Tenant submitted that the contractor provided the Landlord with a report on the site visit, dated January 28, 2021. The report confirmed the need for repairs to the roof, to the interior, and to prevent further damage, including the further spread of mold. The report also noted that "based on the age of the building, affected drywall should be sampled for asbestos prior to any removal." The Tenant stated that she advised the Landlord of this via an email exchange on February 4, 2021 and the Landlord replied that he would reach out to the contractor to obtain the report.

The Tenant was becoming increasingly concerned about the health risks arising from the mold contamination in the unit and the potential presence of asbestos, and subsequently contacted the Environmental Health Officer of the Vancouver Coastal Health office. The Tenant learned that the matter was referred to WorkSafe BC.

The Tenant learned that the Landlord's "handyman" was to attend the rental unit on February 4, 2021 to start work on the repairs. When the Tenant asked the handyman if he was trained or certified to deal with asbestos or mold remediation, he replied that he was not. The Tenant advised that she would not agree to have the handyman do the work as she wanted the right procedures and safety rules to be followed both for her and the handyman's health.

The Tenant submitted a copy of the WorkSafe BC inspection report, dated February 5, 2021. The report indicates that the WorkSafe BC inspector communicated with the Landlord's Agent and the property was described as containing a commercial business, with a residential rental unit on the top floor. The report indicated that the Landlord's Agent stated there are no employees associated to the business and no custodial services provided for the space. Further, the report stated, "As of February 8 the property owner had not hear back from (contractor)."

The Tenant testified that after the Landlord was contacted by WorkSafe BC, the Landlord stopped asking the Tenant to let the handyman conduct the repair work. The Tenant provided access to the unit on February 9, 2021 for the Landlord's qualified contactor to take samples of the drywall. This qualified contractor, on February 11, 2021, advised the Tenant that the sample results had been provided to the Landlord's Agent.

The Tenant submitted an email from the Landlord, dated February 13, 2021. The Landlord confirmed that the drywall had tested positive for asbestos. The Landlord advised that he had left instructions at the (motel/inn) to have the Tenant's February rent refunded and stated that "at this point we have decided to remove this unit from our rental inventory altogether, given the possible extent of the asbestos removal and renovation costs required."

The Tenant testified that she had already moved all her possessions from the affected area of the unit and was intending on occupying the rest of the unit until the completion of the repairs. The Tenant contacted the first contractor who attended the rental unit on January 28, 2021, and the qualified contractor who attended the rental unit on February 9, 2021 to inquire whether they thought she was required to vacate the unit in order for repairs to be completed. Both replied that there is no reason why the Tenant would need to by fully evicted or removed permanently to safely complete the work.

The Tenant was in communication with the Landlord and subsequently received an email on February 27, 2021, from the Landlord's Agent. The email indicated that the "rental arrangement has been frustrated effective February 1st 2021 due to the asbestos and mould removal." The Landlord's Agent advised that they would not process the Tenant's March rent cheque and asked the Tenant to sign a Mutual Agreement to End Tenancy. The Tenant noted that the Landlord had not ever mentioned anything about extensive renovations or converting the rental unit.

The Tenant submitted an email, dated March 16, 2021, written by the qualified contractor, confirming that he had had a previous conversation with the Landlord's Agent regarding the fact that there was no requirement for the Tenant to permanently vacate:

> *" XXX (Landlord's Agent) asked us if it would be our requirement that the tenant and tenants contents be removed before the start of remediation work and could that be included in our report. We then stated that the tenant and tenants contents did not need to be removed permanently to do our work safely in those two areas. The only time the tenant only would need to vacate the unit would be for two days to do the misting or fogging for mould."*

The Tenant submitted that, regardless of the advice from both professional restoration companies that the Tenant did not need to vacate the unit for the water damage to be repaired, the Landlord proceeded to serve the Tenant with the Four Month Notice.

The Tenant testified that the Landlord had never, at any point prior to the Four Month Notice, mentioned to the Tenant any intention to renovate the unit.

The Tenant submitted documentary evidence to support that the Four Month Notice was based on a false statement that the asbestos contractor required the Tenant to vacate the unit.

The Tenant submitted documentary evidence to support that the Landlord's proposed "cosmetic" renovations did not require vacant possession of the rental unit.

The Tenant submitted that there is currently no caretaker, manager or superintendent for the residential property and that Witness VT does not qualify for such a position and questioned if Witness VT works for the Landlord. The Tenant noted that the Landlord's Agent reported to the WorkSafe BC inspector that the Landlord has no employees. The Tenant submitted that it is "highly improbable" that Witness VT has any genuine intention to move into the rental unit with her husband and three children after uprooting them from their school, community and friends in XXX (Lower Mainland).

Based on their evidence and submissions, the Tenant is requesting that the Four Month Notice be cancelled, and the tenancy continue.

Analysis

Based on both the Landlord's and Tenant's evidence, I find that the Four Month Notice to End Tenancy for Demolition, Renovation, Repair or Conversion of a Rental Unit, dated February 27, 2021 (the Four Month Notice), is deemed to have been received by the Tenant on March 2, 2021, pursuant to section 90 of the Act.

I find that section 49(6) of the Act, on March 2, 2021, authorized a landlord to end a tenancy if the landlord has all the necessary permits and approvals required by law, and intends in good faith, to do either of the following:

- renovate or repair the rental unit in a manner that requires the rental unit to be vacant; or
- convert the rental unit for use by a caretaker, manager or superintendent of the residential property.

In this case, the Landlord served the Four Month Notice to the Tenant and noted that they are ending the tenancy because the Landlord is going to:

- perform renovations or repairs that are so extensive that the rental unit must be vacant, and
- convert the rental unit for use by a caretaker, manager, or superintendent of the residential property.

Amongst other arguments as to why the Four Month Notice should be cancelled, the Tenant has raised the issue of the Landlord's good faith and questioned the reasons for the issuance of the Four Month Notice.

Residential Tenancy Policy Guideline 2B: speaks to good faith:

> *In Gichuru v. Palmar Properties Ltd*., 2011 BCSC 827 the BC Supreme Court found that good faith requires an honest intention with no dishonest motive, regardless of whether the dishonest motive was the primary reason for ending the tenancy. When the issue of a dishonest motive or purpose for ending the tenancy is raised, the onus is on the landlord to establish they are acting in good faith: *Aarti Investments Ltd. v. Baumann,* 2019 BCCA 165.
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> Good faith means a landlord is acting honestly, and they intend to do what they say they are going to do. It means they are not trying to defraud or deceive the tenant, they do not have an ulterior purpose for ending the tenancy, and they are not trying to avoid obligations under the RTA or MHPTA or the tenancy agreement. This includes an obligation to maintain the rental unit in a state of decoration and repair that complies with the health, safety and housing standards required by law and makes it suitable for occupation by a tenant (section32(1) of the RTA).

When I consider the good faith of the Landlord in this matter, I have examined the evidence brought forward by both parties; specifically, the parties' communications leading up to the leaking roof in January 2021, the documentary evidence related to the subsequent response by the Landlord to the repairs of the Tenant's rental unit, the timing of the Four Month Notice, and the testimony of Witness VT.

I accept the Tenant's undisputed evidence that she had experienced leaks in the rental unit in late 2020, that she communicated with the staff at the (motel/inn) both in 2020 and in January 2021 to report the leaks, and that a roofer did not attend the unit until January 28, 2021 to "provide limited repairs, patch the leak, and seal the caved in ceiling." Based on the evidence provided from both parties, I find that the Landlord was not overly responsive to the Tenant's concern of a leak in the roof, responded minimally

to address the leaks prior to the damage reported on January 21, 2021, and that the damage to the rental unit ceiling was a result of the Landlord's negligence.

Based on the evidence of both parties, I find that the Landlord's Agent attempted to address the damaged ceiling with his "handyman"; however, once met with resistance from the Tenant and after being contacted by WorkSafe BC, the Landlord began to follow through on the recommendations to have the damage assessed for mold and asbestos.

I reviewed both parties' testimony and documentary evidence regarding the conversations and reports from both the contractor and qualified contractor, and the email from the Landlord's Agent, dated February 13, 2021. From these, I find that the Landlord's intention, as noted in the Landlord Agent's email, was to end the tenancy and remove the unit from the Landlord's rental inventory, based on the cost of the asbestos removal and repair. I note that the Landlord had already advised the Tenant that her February rent cheque would not be cashed.

I find that the Landlord's intention to end the tenancy based on the cost of the repairs, versus an extensive renovation and conversion of the unit, is further supported in the Landlord's Agent's email, dated February 27, 2021, where the Landlord's Agent speaks of a "frustrated tenancy" due to the asbestos and mould removal.

The same day, February 27, 2021, the Landlord served the Tenant the Four Month Notice to End Tenancy. The Tenant has raised concerns about whether the proposed renovations require vacant possession, whether the proposed renovations require permits, the accuracy of the statement on the Four Month Notice that "the asbestos removal contractor will not undertake to do the work unless the unit is completely vacant…", and whether the Landlord intends, in good faith, to convert the rental unit for use by a caretaker, manager or superintendent of the residential property.

Rather than address each of the Tenant's concerns, I will continue with my analysis as to whether the Landlord issued the Four Month Notice in good faith. Specifically, whether the Landlord, on a balance of probabilities, is acting honestly and they intend to do what they say they are going to do versus attempting to deceive the tenant. I will also consider whether the Landlord has an ulterior purpose for ending the tenancy or is trying to avoid obligations under the Act or the tenancy agreement such as maintaining the rental unit in a state of decoration and repair that complies with section 32(1) of the Act.

Based on the above noted testimony and documentary evidence of both parties, I find, on a balance of probabilities, that the Landlord was intending to repair the Tenant's ceiling in January/February 2021; however, once the Landlord was forced to address the repairs, that included treatment of mold and the abatement of asbestos, attempted to end the tenancy by endeavouring to convince the Tenant they should vacate the rental unit because of the extensive repairs required, because the Landlord was going to remove the unit from their rental inventory and because the tenancy was frustrated.

When the Tenant provided resistance to ending the tenancy, I find the Landlord served the Tenant the Four Month Notice for reasons that not only referenced the repair of the ceiling (the Landlord's Agent referenced "the asbestos removal contractor will not undertake to do the work unless the unit is completely vacant of all possession…") but also two reasons that had never been mentioned prior, "the complete renovation and update of the unit" and the conversion of the rental unit for use by a caretaker, manager or superintendent (the "manager") of the residential property.

I find the Tenant's evidence of both the contractor and qualified contractor indicating that the Tenant would not have to completely vacate the rental unit to complete the repairs very compelling. Especially compelling is the qualified contractor's email, dated March 16, 2021, indicating that the Tenant did not need to be removed permanently to do the work safely. Based on this, I find the Landlord was attempting to deceive the Tenant, in the Details of Work section of the Four Month Notice, that various authorities, including "WCB" required vacant possession before the repairs could be completed.

Upon review of Witness VT's testimony, I find it curious that the first time the Landlord spoke to Witness VT about the potential of being a manager for the rental property was in January 2021, the same month where the extensive repairs to the roof/rental unit was brought to the attention of the Landlord. I find that Witness VT had spent very little time discussing the details with the Landlord regarding moving her entire family into the rental unit (and a new town) or managing the rental property in which the rental unit was located. If anything, I find that the Witness VT demonstrated that she may manage the Landlord's (motel/inn) versus managing the rental property. In summary, I find that Witness VT's testimony, that she was prepared to move her family into the rental unit in order to manage the residential property, was unconvincing.

When a Landlord intends to convert the rental unit for the occupancy of a manager of the residential property, there is an onus for the Landlord to prove that there is a residential property to manage and that the eviction of the Tenant from the unit is the only way to accommodate the manager. In this case, I find that the Landlord has failed

to provide sufficient evidence that there are other residential units to manage if the rental unit was converted for the manager's use. The Landlord has submitted that there are residential units on the second floor of the rental unit; however, the Landlord did not seem to reference the management of these units in conversation with the WorkSafe BC inspector, during the hearing or during the questioning and testimony of Witness VT. Furthermore, I find the Landlord failed to present any testimony, evidence or submissions regarding the reasons the that the eviction of the Tenant from the unit is the only way to accommodate a manager for the residential property.

Upon review of the evidence before me, I find that the Four Month Notice was issued by the Landlord, to the Tenant, in bad faith. I find that the Landlord initially issued the Four Month Notice that contained information that was not true; specifically, that "the asbestos removal contractor will not undertake to do the work unless the unit is completely vacant of all possessions, for the reasons of liability, in accordance with WCB regulations."

I find that the Landlord, attempted to end the tenancy by advising the Tenant that the repairs were too costly, that it was too dangerous for the Tenant to occupy the rental unit, and that the tenancy was frustrated, and when the Tenant refused to cooperate, the Landlord issued the Four Month Notice, based on extensive renovations and converting the unit for use by a manager. I find these actions demonstrate the Landlord's lack of good faith and has established an intention to deceive the Tenant, and, ultimately, reveals the Landlord's ulterior purpose to avoid accomplishing the repairs while the Tenant occupies the rental unit.

I find that the Four Month Notice included details related to the repair of the unit, pursuant to section 32 of the Act, versus the proposed "complete renovation", pursuant to section 49(6) of the Act.

I find, based on a balance of probabilities, that the Landlord has failed to provide sufficient evidence that they intend to convert the rental unit for use by a manager of the residential property.

Based on all of these reasons, I find that the Four Month Notice is invalid. I order that the Four Month Notice is cancelled, and the tenancy continue until ended in accordance with the Act.

I find that the Tenant's Application has merit and that the Tenant is entitled to recover the cost of the filing fee for this Application for Dispute Resolution, in the amount of $100.00, pursuant to section 72 of the Act.

As compensation for the filing fee, I authorize the Tenant to deduct $100.00 from a future rent payment to the Landlord, in accordance with section 72 of the Act.

Conclusion

I order that the Four Month Notice is cancelled, and the tenancy continue until ended in accordance with the Act.

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 12, 2021

Residential Tenancy Branch