

DECISION

Introduction

This hearing dealt with the Landlord's Application for Dispute Resolution under the *Residential Tenancy Act* (the Act) for:

- Is the Landlord entitled to an order of possession to perform renovations or repairs, pursuant to section 49.2 of the Act?

Landlord K.D Landlord Oth C.H. attended the hearing for the Landlord

Tenant J.S., Tenant G.T., Tenant S.H., Tenant N.N., Tenant J.B, Tenant K.B., Tenant Oth K.S., Tenant I.L. and Tenant Oth – H.F. attended the hearing for the Tenant.

Service of Notice of Dispute Resolution Proceeding (Proceeding Package)

I find that the Landlord(s) acknowledged service of the Proceeding Package and are duly served in accordance with the Act.

Service of Evidence

Based on the submissions before me, I find that the Tenant's evidence was served to the Landlord in accordance with section 88 of the Act.

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Issues to be Decided

Is the Landlord entitled to an order of possession to perform renovations or repairs?

Preliminary Matters

Under section 63 of the Act, the Arbitrator may assist the parties to settle their dispute. If the parties settle their dispute during the dispute resolution proceedings, the settlement may be recorded in the form of a decision or an order. During this hearing, the following settlements were reached:

(P.5.R.A.P.) and J.S.

The above named parties agreed to the following terms of a final and binding resolution of the Tenant's application and the issues in dispute arising out of this tenancy at this time and that they did so of their own free volition and without any element of coercion:

1. Both parties agreed that the Landlord shall complete the following electrical work in the rental unit: electrical panel replacement, the addition of new circuits, and the replacement of all switches and outlets.
2. The Tenant agreed to do laundry off-site at his own expense once the communal laundry facilities are removed.
3. The Landlord agreed to install a Tenant provided light bulb above the staircase, to repair the bathroom ceiling where paint is peeling, and to fix the loose kitchen faucet.
4. Both parties agreed that the new monthly rent, after the completion of the agreed-upon work, will be \$1034.75.
5. Both parties agreed that these particulars comprise the full settlement of all aspects of the Tenant's current application for dispute resolution.

(P.5.R.A.P.) and G.T.

The above named parties agreed to the following terms of a final and binding resolution of the Tenant's application and the issues in dispute arising out of this tenancy at this time and that they did so of their own free volition and without any element of coercion:

1. Both parties agreed that the Landlord shall complete the following electrical work in the rental unit: electrical panel replacement, the addition of new circuits, and the replacement of all switches and outlets.
2. The Tenant agreed to do laundry off-site at her own expense once the communal laundry facilities are removed. The Tenant retains the right to install her own washer and dryer in the rental unit if she so chooses.
3. Both parties agreed that the new monthly rent, after the completion of the agreed-upon work, will be \$1178.34.
4. Both parties agreed that these particulars comprise the full settlement of all aspects of the Tenant's current application for dispute resolution.

(P.5.R.A.P.) and S.H.

The above named parties agreed to the following terms of a final and binding resolution of the Tenant's application and the issues in dispute arising out of this tenancy at this time and that they did so of their own free volition and without any element of coercion:

1. Both parties agreed that the Landlord shall complete the following electrical work in the rental unit: electrical panel replacement, the addition of new circuits, and the replacement of all switches and outlets.
2. The Landlord agreed to install a washer and dryer in the rental unit.

3. Both parties agreed that the new monthly rent, after the completion of the agreed-upon work, will be \$1334.75.
4. Both parties agreed that these particulars comprise the full settlement of all aspects of the Tenant's current application for dispute resolution.

Facts and Analysis

The Landlord's Notice of Dispute Resolution Proceeding describes the work to be done in each rental unit as follows:

The unit will be fully renovated. Electrical will be upgraded. Kitchens will be removed and replaced. Bathroom will be removed and replaced. All flooring will be removed and replaced units will be painted and some new windows will be put in.

During the hearing, the scope of intended work was described by the Landlord as a full renovation of each unit. This includes upgrading electrical systems (panels, circuits, switches, outlets, lighting, heaters, thermostats), replacing all kitchen and bathroom fixtures, installing new appliances (fridge, stove, microwave, dishwasher, washer, dryer), and removing and replacing all flooring with vinyl. Rental units will be fully repainted, drywall repaired, and interior, closet, and patio doors replaced. Some windows will also be updated. The Landlord stated these renovations are necessary due to the deteriorated condition of the units.

To support the extent of the renovations, the Landlord provided photographs of a rental unit that had undergone a full renovation, still in the process of said renovation. These images show, throughout the unit, newly painted walls and ceilings, removed room and closet doors, and bare subflooring. Additionally shown are a gutted bathroom with new drywall, a gutted kitchen with new cabinetry being installed, and an area prepared for washer and dryer installation.

However, the Landlord also affirms that not all rental units require the same level of renovation and that while some units are in poor condition and require full renovations, others have already undergone significant upgrades and only need minimal work. The Landlord affirms that some rental units have newer flooring, cabinets, or appliances, and therefore only requiring partial updates such as electrical panel replacements or the installation of in-suite laundry. In contrast, the Landlord affirms other rental units are in deteriorated condition and are slated for comprehensive renovations, including full kitchen and bathroom replacements, new flooring throughout, electrical and plumbing upgrades, new appliances, and window and patio door replacements. The Landlord affirms that each unit was assessed individually, and the scope of work was tailored to its specific condition.

When asked, the Landlord affirms having, but not providing, interior photographs of the rental units in question that show their current conditions.

Section 49.2(1) of the Act provides that a Landlord may make an application for dispute resolution requesting an order to end a tenancy, and an order granting a Landlord possession of a rental unit, if all the following circumstances apply:

- (a) the landlord intends in good faith to renovate or repair the rental unit and has all the necessary permits and approvals required by law to carry out the renovations or repairs;
- (b) the renovations or repairs require the rental unit to be vacant;
- (c) the renovations or repairs are necessary to prolong or sustain the use of the rental unit or the building in which the rental unit is located;
- (d) the only reasonable way to achieve the necessary vacancy is to end the tenancy agreement.

According to Policy Guideline 2B,

In *Allman v. Amacon Property Management Services Inc.*, 2006 BCSC 725, the BC Supreme Court found that a landlord cannot end a tenancy to renovate or repair a rental unit just because it would be faster, more cost-effective, or easier to have the unit empty. Rather, it is whether the “nature and extent” of the renovations or repairs require the rental unit to be vacant.

While a general renovation plan for the units in question was provided by the Landlord, I find that the Landlord’s confirmation that some of the rental units in question are in good condition or show only minor wear, while others require all of the described renovations, undermines their assertion that they need vacant possession of all the rental units in question. I find that, as the Landlord did not provide unit-specific evidence, I am unable to determine the extent of the renovations required in any one rental unit and am therefore unable to determine that vacant possession of each, if any, rental unit in question is needed. I further find it most plausible that the push for vacant possession is driven more by operational convenience than by actual necessity.

Moreover, the Landlord’s history of completing significant upgrades over prior years while residents remained in place further weakens the argument that blanket vacancy is now required. By successfully painting, installing new flooring and cabinets, as well as making other improvements in occupied units, the Landlord has shown that much of the proposed work can be completed without terminating tenancies, albeit not all at once, or as fast. I find this selective approach, renovating some units over time while now seeking vacant possession of multiple units, raises concerns about intent; It points to a preference for efficiency and cost-effectiveness rather than the nature and extent of the work actually requiring the rental units to be vacant.

In summary, I do not find it necessary to end the tenancies in question because the Landlord has not sufficiently established the requirements under section 49.2 of the Act.

The Landlord's application for orders of possession to perform renovations or repairs, pursuant to section 49.2 of the Act is dismissed without leave to reapply.

Conclusion

Settlements have been reached, as written above, between three Tenants and the Landlord. Their tenancies will continue until they are ended in accordance with the Act.

The Landlord's application for orders of possession to perform renovations or repairs related to rental units for which settlements were not reached is dismissed without leave to reapply. Their tenancies will continue until they are 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 Act.

Dated: July 19, 2025

Residential Tenancy Branch