



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Ministry of Public Safety and Solicitor General

## **DECISION**

Dispute Codes      CNC, FF

### Introduction

A substantial amount of documentary evidence, photo evidence, and written arguments has been submitted by the parties prior to the hearing. I have thoroughly reviewed all submissions.

I also gave the parties the opportunity to give their evidence orally and the parties were given the opportunity to ask questions of the other parties.

All testimony was taken under affirmation.

### Issue(s) to be Decided

This is a request to cancel a Notice to End Tenancy that was given for cause, and for recovery of the \$50.00 filing fee.

### Background and Evidence

Landlords testified that:

- First of all they want to clarify that they are not alleging any illegal activity and that box was checked off by mistake.
- The reason they are ending this tenancy is over an incident where the tenant fell asleep while a pot was on a burner on the stove.
- The ingredients in the pot started burning and filled the apartment with smoke, set off the building smoke alarms, and smoke started seeping out into the halls.

- The alarms had been going off for some time and yet the tenant did not awake, nor did she awake when they knocked on the door.
- She, the landlord, entered the rental unit with her pass key, found the pot on the stove, and put it in the sink. She also awoke the tenant who appeared to be groggy and somewhat out of it and she was told later by the male tenant that the female tenant had taken some drugs.
- This incident caused major concern amongst the other tenants in the rental property as many of them are seniors and they feared for their safety.
- They therefore feel that this was an unreasonable disturbance of the other occupants of the rental property and put the other residents and the property at serious risk, and therefore they want this tenancy to end.

The tenants testified that:

- This was simply an accident, as she put a pot on the stove and sat down to watch TV and dozed off and forgot about it.
- She does not take drugs but had taken some prescription medication given to her by the doctor.
- This was a onetime incident which did not result in any fire or any damage to the rental property, and the Fire Department was not even called.
- She is a good tenant who always pays the rent on time, and will certainly be more careful in the future.

The tenant is therefore requesting that this Notice to End Tenancy be cancelled.

### Analysis

It is my decision that the landlords do not have sufficient grounds to end this tenancy.

Both sides have stated that this was a first-time incident and although I can understand that the other occupants of the rental property may have been frightened by the smoke in the building, it is not reasonable to end this tenancy due to a onetime accident.

There is no evidence to show that the tenant was impaired at the time of this incident, and it appears that she simply inadvertently dozed off while a pot was on the stove.

I do not deny that this incident could have been much worse, and I strongly suggest to the tenant take more care in the future to ensure a similar incident does not occur.

Although I will be setting this Notice to End Tenancy aside, this was a serious incident and therefore I will not allow the tenants claim for recovery of the filing fee.

### Conclusion

The Notice to End Tenancy dated January 31, 2011 is hereby cancelled and this tenancy continues.

I order that the applicant/tenants bear the cost of the filing fee that they paid for their application for dispute resolution.

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: February 23, 2011.

---

Residential Tenancy Branch