



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC MNDC RP OPC MND FF

Introduction

This hearing dealt with applications by the tenants and the landlord. The tenants applied to cancel a notice to end tenancy for cause, as well as for monetary compensation and an order for repairs. The landlord applied for an order of possession pursuant to the notice to end tenancy for cause, as well as for monetary compensation. Both tenants, an agent for the landlord and a witness for the landlord participated in the teleconference hearing.

I determined that the issue of the notice to end tenancy took precedence, and only heard evidence on that issue. I will address the remainder of both applications in the conclusion of my decision.

I have reviewed all 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.

Issue(s) to be Decided

Is the notice to end tenancy valid?

Background and Evidence

The tenancy began on September 1, 2010. The rental unit is a detached single-family dwelling.

On October 12, 2011, the landlord served the tenants with a notice to end tenancy for cause. The notice cites the following reasons for ending the tenancy:

- 1) the tenant has put the landlord's property at significant risk;
- 2) the tenant has engaged in illegal activity that has, or is likely to:
 - a. damage the landlord's property

- b. adversely affect the quiet enjoyment, security, safety or physical well-being of the landlord; and
- c. jeopardize a lawful right or interest of the landlord.

Landlord's Evidence – Cause

On August 18, 2011 the landlord needed to do emergency repairs in the basement of the rental unit. At that time, it came to the landlord's attention that the tenants had made structural changes in the basement without the landlord's consent. The tenants had made structural changes in order to convert part of the basement into a secondary rental suite. Without any required permits, the tenants installed and ran an electrical supply line from the electrical box to a stove.

A witness for the landlord stated that he described the electrical alterations to the deputy electrician for the City, and the deputy electrician told the witness that the electrical work was illegal, as it was a violation of City by-laws 3.1 and 3.2.

On October 22, 2011 an electrician attended at the rental unit to do a safety assessment of the electrical panel.

The landlord did not provide a copy of the city by-laws, or a report from the electrician who conducted the safety assessment.

Tenants' Response – Cause

On September 20, 2011 the landlord emailed the tenants regarding the wiring for the stove. As soon as the tenants became aware of the landlord's concerns, they removed the stove.

On October 22, 2011, the electrician told the tenant that the electrical panel was "completely safe." The electrician did not make an alterations to the electrical panel.

Analysis

I find that the landlord has not provided sufficient evidence to establish cause to end the tenancy for any of the reasons cited on the notice to end tenancy.

The landlord did not provide any professional reports to establish that the tenants' modifications to the electrical panel put the rental property at significant risk. Further,

the landlord did not provide a copy of the by-laws which they alleged the tenants breached.

I find that the notice to end tenancy is not valid.

As the landlord was not successful in their application, they are not entitled to recovery of the filing fee for the cost of their application.

As the tenants were successful in their application, they are entitled to recovery of the filing fee for the cost of their application.

Conclusion

The notice to end tenancy is cancelled, with the effect that the tenancy continues. The portion of the landlord's application regarding an order of possession is dismissed.

I dismiss with leave to reapply the remainder of the tenants' application and the remainder of the landlord's application.

The tenants are entitled to recovery of their \$50 filing fee, and they may deduct that amount from their next month's rent.

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 10, 2011.

Residential Tenancy Branch