



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC

Introduction

A substantial amount of documentary 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 our cause.

Background and Evidence

On August 7, 2012 the landlords served a Notice to End Tenancy stating the following reasons:

- Tenant or person permitted on the property by the tenant has;
 - seriously jeopardize the health or safety or lawful right of another occupant or the landlord
 - put the landlord's property at significant risk.
- Breach of a material term of the tenancy agreement that was not corrected within a reasonable time after written notice to do so.

The landlords testified that:

- The Residential Tenancy Act requires that the tenants maintain their property so that they comply with safety standards however the tenant's woodstove does not meet present code and he refuses to upgrade it and therefore is breaching the Residential Tenancy Act.
- The tenant also refuses to buy home insurance thereby putting his neighbors and the park property at risk should a fire occur in his rental unit.
- They think this is an extreme risk to other tenants especially since he refuses to upgrade his wood stove to present-day standards.

They therefore ask that this Notice to End Tenancy be upheld.

The tenant testified that:

- The insurance company will not ensure me until I get a central heating system in place in my rental unit and I have been saving to try and get that done.
- I got a quote to put in a furnace at approximately \$4000.00, however so far I have only been able to save \$2000.00.
- I have been in this park since 2000 and have never had insurance on my home and it has never been a problem for anyone before.
- My woodstove was up to code when it was originally installed however standards have changed and now the chimney pipes are not up to code and are supposed to be replaced.
- I have not dealt with having the chimney pipes changed because I have been ill for some time and have found it very difficult to cope as I was dealing with cancer.
- I usually burn the woodstove and only about 200° and therefore it should not be a risk and I only burned it at a higher temperature once in awhile to clean it out and I always have water available in case the chimney fire starts.

He is therefore requesting that this Notice to End Tenancy be canceled and he be given more time to deal with the insurance, furnace, and woodstove.

Analysis

It is my finding that the tenant is putting the other occupants of the manufactured home park at risk both by not carrying insurance, and by running a stove that is not up to proper safety standards.

If a fire were to start because the tenant is running a stove that is not to code, it could cause damage to his unit and other units in the park and park property, and without insurance this is a significant risk for other occupants of the park.

The tenant has been given plenty of time to both buy insurance and to bring the stove up to proper standards.

I am therefore not willing to cancel this Notice to End Tenancy.

Conclusion

This application to cancel the 1 month Notice to End Tenancy dated August 7, 2012 is dismissed without leave to reapply and therefore the notice is still a valid notice.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Manufactured Home Park Tenancy Act*.

Dated: September 19, 2012.

Residential Tenancy Branch