



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: CNC

Introduction

This hearing dealt with an application by the tenant for an order to set aside a notice to end tenancy for cause. Both parties attended the hearing and had opportunity to be heard.

Issue to be Decided

Does the landlord have grounds to end this tenancy?

Background and Evidence

The tenancy began in June 1980. The current rent is \$685.00 due on the first of each month. The rental unit is an apartment located in a building which houses a total of thirty rental units. The building is approximately 50 years old.

In October 2012, the tenant was admitted to the hospital. The tenant's case worker contacted the landlord to report issues with the rental unit. The resident manager inspected the unit and found that the ceiling in the bathroom had been removed and that the appearance of the bed linen suggested that there was a bed bug problem. The landlord contacted a pest control company who indicated that they could not carry out treatments until the clutter from the unit was removed. The landlord requested and obtained authorization from the tenant to do so.

Upon further inspection of the unit, the landlord found that the tenant had installed approximately 22 plugs and switches inside the apartment. The tenant had also installed a pot light in the kitchen. The landlord filed photographs of the electrical work done by the tenant. One photograph shows five plug points installed in a straight line on a single wall. The tenant stated that he was a certified electrician and decided that he needed all the plug points to replace a power bar. The tenant agreed that he had not requested the landlord's permission to make the electrical alterations.

The tenant also stated that there was a leak in the neighboring unit which came through the ceiling of the bathroom. He did not inform the landlord of the leak. The tenant took it upon himself to remove the ceiling of the bathroom. The landlord identified this as a fire risk as the drywall is considered to function as a fire barrier.

The landlord stated that he had visited the unit but failed to notice the electrical installations because the unit was cluttered with the tenant's belongings. Upon discovering the extent of the damage to the rental unit, the landlord served the tenant with a notice to end tenancy for cause.

The notice states that the tenant has significantly jeopardized the health and safety of the other occupants and the landlord and has also put the landlord's property at significant risk

The landlord stated that to restore the unit to a condition that it was safe to inhabit would cost 10 to 15 thousand dollars. At the time of the hearing the restoration work was ongoing. The landlord returned the rent paid by the tenant for January and agreed not to pursue any financial claims against the tenant.

Analysis

In order to support the notice to end tenancy, the landlord must prove at least one of the grounds alleged, namely that the tenant has significantly jeopardized the health and safety of the other occupants and the landlord and has also put the landlord's property at significant risk

Based on all the evidence before me, I find that the tenant failed to report a leak and also decided to remove the bathroom ceiling without seeking help or permission from the landlord. The tenant justified his actions by stating that the leak was from the neighbouring apartment and therefore he did not have to report it. The tenant was unable to grasp the seriousness and consequences of his actions in undertaking to repair a water leak without having the certification to do so.

I also find that the tenant made electrical alterations that were unnecessary and posed a significant threat of fire. However the tenant failed to see the hazards and believed that he was making improvements to the rental unit and therefore did not need the permission of the landlord to do so.

Based on the above, I find that the actions of the tenant can significantly jeopardize his own safety and that of the other occupants. In addition, his actions also put the landlord's property at significant risk. Accordingly, I uphold the notice to end tenancy and dismiss the tenant's application to set it aside.

During the hearing, the landlord made a request under section 55 of the legislation for an order of possession. Under the provisions of section 55(1), upon the request of a landlord, I must issue an order of possession when I have upheld a notice to end tenancy.

Accordingly, I so order. The tenant must be served with the order of possession. Should the tenant fail to comply with the order, the order may be filed in the Supreme Court of British Columbia and enforced as an order of that Court.

Conclusion

I grant the landlord an order of possession effective two days after service on the tenant

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: January 25, 2013

Residential Tenancy Branch

