



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 the tenant's Application for Dispute Resolution seeking to cancel a notice to end tenancy.

The hearing was conducted via teleconference and was attended by the landlord and his agent/translator and the tenant and his advocate.

During the hearing, the landlord did not verbally request an order of possession should the tenant be unsuccessful in his Application.

Issue(s) to be Decided

The issues to be decided are whether the tenant is entitled to cancel a 1 Month Notice to End Tenancy for Cause, pursuant to Section 47 of the *Residential Tenancy Act (Act)*.

Background and Evidence

The parties agree the tenancy began approximately 2 or 3 years ago as a month to month tenancy for a current monthly rent of \$320.00 due on the 1st of each month with a security deposit of \$150.00 paid.

Both parties provided a copy of a 1 Month Notice to End Tenancy for Cause dated June 19, 2014 with an effective date of July 31, 2014 citing the tenant or a person permitted on the property by the tenant has seriously jeopardized the health or safety or lawful right of another occupant or the landlord; put the landlord's property at significant risk; and the tenant has caused extraordinary damage to the unit/site or property/park.

The parties agree that on June 17, 2014 at or about 7:00 a.m. the tenant did cause a fire in his room by placing a newspaper overtop a lamp. The tenant submits he did this because there is no natural light in his room and the bulb was too glaring. The parties also agree that the tenant was not in the rental unit at the time the fire occurred and it was not until he returned that he was informed of it.

He states that since the fire he has obtained a nightlight and has not replaced his lamp. The landlord submitted two photographs showing the lamp and a cloth as damaged. No other evidence was provided of damage to the property.

The landlord submits that the tenant signed a document (submitted into evidence) on June 17, 2014 stating that he would move out by the end of June 20, 2014. The tenant submits that he felt he had no other choice but to sign this document. The parties agree the document was written by the landlord and signed by the tenant.

The landlord also submits that after the fire he took a poll of the other tenants and they would like to have this tenant move out because they do not feel secure; they feel the tenant is weird; and that he disturbs them when he cooks in the middle of the night.

The landlord submits that he has provided verbal warnings to the tenant in the based on these other issues. The tenant submits that he has never been informed of any issues for the duration of the tenancy.

Analysis

Section 47 of the *Act* allows a landlord to end a tenancy by giving notice to end the tenancy if one or more of the following applies:

- a) The tenant or a person permitted on the residential property by the tenant has
 - i. Seriously jeopardized the health or safety or a lawful right or interest of the landlord or another occupant, or
 - ii. Put the landlord's property at significant risk;
- b) The tenant or a person permitted on the residential property by the tenant has caused extraordinary damage to the rental unit or residential property;

While the landlord provided testimony that there have been other issues with this tenant and that he has verbally warned the tenant about these items I find that the reasons given on the 1 Month Notice to End Tenancy do not relate at all to disturbing other occupants and as such I have not considered this testimony.

As to the issue of the tenant cause extraordinary damage I find the landlord has provided no evidence that any damage to the property occurred at all. I therefore find that the landlord cannot rely upon this cause to end the tenancy.

From the testimony of both parties I accept the tenant did cause a fire in the rental unit. I accept that the fire was accidental and not intentionally set. However, I find that the fire resulted from a negligent act on the part of the tenant as a result the other occupant's safety was seriously jeopardized. Further, I also find that had the other occupants not noticed the fire the landlord's property was at significantly risk of severe and potentially devastating damage.

While I accept and commend the tenant for taken actions to ensure the same circumstances will not occur in the future (i.e. obtaining a nightlight), I find that the *Act* does not contemplate actions taken after a tenant has either seriously jeopardized the health or safety of other occupants or the landlord or put the landlord's property at significant risk.

For these reasons, I find the 1 Month Notice to End Tenancy for Cause issued by the landlord on June 19, 2014 is valid and enforceable and the tenant must vacate the rental unit in accordance with that Notice.

Conclusion

Based on the above, I dismiss the tenant's Application for Dispute Resolution in its entirety.

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: August 22, 2014

Residential Tenancy Branch

