



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC

Introduction

The tenant applies to cancel a one month Notice to End Tenancy for cause dated June 24, 2014. The Notice alleges that the tenant or a person permitted on the premises by him has either seriously jeopardized the health or safety or lawful right of another occupant or the landlord or has put the landlord's property at significant risk. The Notice also alleges that the tenant has engaged in illegal activity that has, or is likely to damage the landlord's property or adversely affect the quiet enjoyment, security, safety or physical well being of another occupant or the landlord.

Proof of any of those allegations is grounds for dismissal under s. 47 of the *Residential Tenancy Act* (the "Act").

Issue(s) to be Decided

Does the relevant evidence presented at hearing show on a balance of probabilities that tenant has committed any of the alleged acts?

Background and Evidence

The rental unit is a bachelor suite in an apartment building. The tenancy started in March 2013. The monthly rent is \$301.00 plus \$17.00 for cable television. The landlord holds a \$200.00 security deposit.

On June 22, 2014 there was a fire in the tenant's apartment. The fire originated from the stove. It appears to be admitted that the tenant fell asleep with the stove on. The fire department attended and put out the fire.

The apartment was damaged significantly. The tenant cannot pay for the damage but that is not relevant to whether or not there exists grounds for this eviction Notice.

The manager Mr. M.B. testified that he was there in the apartment after the fire, along with the tenant and a fireman. He saw the smoke detector lying on a counter instead of

being mounted on the wall or ceiling. He testified that the tenant told him then that he had previously removed the smoke detector because it made too much noise when it went off.

The manager testified that it had been a secondary fire detector, a heat detector, that the fire had tripped, automatically shutting fire doors in building and alerting a monitoring company. It was the monitoring company that called "911" resulting in the attendance of the fire department.

The tenant attended the hearing but did not testify. His advocate represented that it was the tenant's position that he had not removed the smoke detector and that he had fallen asleep as an unforeseen reaction to some medication he had been prescribed. The tenant did not question Mr. M.B.

Analysis

I accept the evidence of Mr. M.B.. It is the best evidence. I conclude that the tenant had removed the smoke detector in his apartment without just cause or any warning to the landlord. I find that in doing so he put the landlord's property at significant risk.

Further, by removing the detector and then negligently falling asleep with the stove on, I find that the tenant seriously jeopardized the health and safety of other occupants in the building.

Conclusion

The tenant's application to cancel the Notice is dismissed. Pursuant to s. 55 of the *Act*, I grant the landlord an order of possession effective August 31, 2014.

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 21, 2014

