



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding WEST PARK ESTATES  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      cnc, ff

### Introduction:

The tenant has applied for resolution of a dispute in the tenancy at the above noted address, and requests an order to cancel a One Month Notice to End Tenancy dated September 30, 2015, and an order to recover his filing fee.

The tenant and the landlord's representative both attended the hearing. The tenant denied receiving an evidence package from the landlord, which had been sent by the landlord by registered mail to the tenant on November 20, 2015, and which had also been provided to the Residential Tenancy Office on the same date. The tenant advised that he had last checked his mail within the past week, and found no notice of any registered mail. Under these circumstances, I have based my decision upon the verbal testimony of the parties, and not on the basis of the landlord's documentary materials.

### Issue(s) to be decided:

- Should the Notice to End Tenancy be cancelled, or has the landlord established grounds to end this tenancy?
- Is the tenant entitled to recover his filing fee from the landlord?

### Background and Evidence

This tenancy began May 1, 2014. The monthly rent is \$800.00, and all rent including December rent has been paid and accepted by the landlord. The One Month Notice to End Tenancy was given to the tenant September 30, 2015, on the grounds that the tenant had seriously jeopardized the health or safety or lawful right of another occupant or the landlord, and put the landlord's property at serious risk.

The landlord provided testimony in support of having cause to end the tenancy, related to dangerous incidents, as follows:

- The tenant was warned in writing in February, 2015 about night behaviour (yelling, giving death threats) that is disturbing to other tenants;

- The tenant changed his door lock in April, 2015, and refuses to provide the landlord with a spare key;
- In May, 2015, BC Hydro cut off the tenant's power because of unpaid bills. The tenant was liable under his tenancy agreement for electricity, this was not a service included by the landlord, or covered by the rent. The tenant began to use power from the hallway, by way of an extension cord, which was a tripping object for others. When the tenant was asked about this, he responded by telling the landlord to turn the power back on.
- On September 28, 2015, there was a fire in the tenant's unit. A fire alarm went off, and there was a lot of smoke. The landlord wanted to help out and wanted to check the suite, but the tenant said he had put the fire out, and did not provide a key for entry through the door. The landlord was able to enter the suite through the balcony, found some shorts inside the room that were burning. The tenant blamed the landlord because he had no hydro, and therefore his smoke detectors did not work.
- Other occupants are scared for their safety because of the conduct of this tenant.

The tenant testified that:

- The Notice is unfounded, and sufficient detail was not given as to why it was given;
- He had never received any hydro bills, and was unaware there was a problem. His hydro service was cut off by BC Hydro without notice, but he now has his BC Hydro account under control.
- He is not endangering anyone;
- The fire began because the tenant had to use candles since he had no lights because he had no hydro service. When the fire alarm went off, he was able to put out the fire, and told others not to be worried. The fire was extinguished before the landlord went into his suite.
- His smoke detectors did not work, because they had no electricity from BC Hydro.

Analysis:

I do not find credible the tenant's contention that he did not know why he was given the Notice ending his tenancy. Given that it was received within 2 days of the fire in his suite, and given the landlord's involvement in dealing with the fire, I find the tenant knew or should have known the reasons for the landlord's issuance of the One Month Notice to End Tenancy.

Based upon the testimony of both parties, I find no basis that the landlord was responsible to ensure that the tenant's hydro service be maintained, or that the landlord was responsible in any way for the disconnection of the BC Hydro service, or for failing to reconnect the service. I accept that arranging for, and paying for the electrical service was at all times the responsibility of the tenant.

I find that the fire was caused as a result of carelessness by the tenant, in a reckless use of candles for light. I further find that although he took measures to extinguish the fire, it was unreasonable and dangerous in the circumstances to deny the landlord entry to assist, and to ensure the fire was fully extinguished.

These facts satisfy me that the tenant seriously jeopardized the safety of all other occupants in the building, and put the landlord's building at significant risk of burning down. I am satisfied pursuant to section 47 of the Residential Tenancy Act that the landlord has proven sufficient and legitimate cause to end this tenancy.

As rent was paid for December, I find that the tenant is entitled to continue to use and occupy the premises until December 31, 2015. The tenancy will therefore end effective December 31, 2015.

As the tenant is unsuccessful in this application, no award for the recovery of his filing fee is appropriate.

### Conclusion

The application is dismissed. The tenancy ends December 31, 2015.

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: December 03, 2015

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Residential Tenancy Branch

