



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Town Park Apartments  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      CNC

### Introduction

This hearing dealt with an application by the tenants for an order setting aside a 1 Month Notice to End Tenancy for Cause. Both parties appeared. No issues regarding service or evidence were identified.

### Issue(s) to be Decided

Is the 1 Month Notice to End Tenancy for Cause dated November 27, 2015 valid?

### Background and Evidence

The month-to-month tenancy commenced June 1, 2015. The monthly rent of \$375.00 is due on the first day of the month.

The rental unit is a bachelor suite located on the main floor of a twenty unit, all bachelor suite building.

The male tenant worked as a bar bouncer, hotel maintenance man, and bar manager for many years. He now does handyman services for people – sometimes for pay and sometimes as a volunteer.

Both tenants testified about the poor conditions in the building. They testified that the security doors do not work properly and there are frequently drunks, drug users and other non-residents in the hallways. They testified that they have called the police many times.

The landlord testified that on three different occasions the male tenant has reported to him that he has assaulted other tenant's boyfriends and he has told the tenant that such behaviour is not acceptable. The tenants testified that because of his experience the male tenant is able to subdue people without hurting them. He does not assault them but does put them outside the building and tell them to stay there; and then call the

police. They say the police have never expressed any concern about the male tenant's actions.

The tenant testified that their friend and neighbour C has had trouble with her last and current boyfriends. When the current boyfriend gets drunk he starts hitting her. She calls for the male tenant because he can get there more quickly than the police. The male tenant gets the boyfriend out of the building and keeps him out until he cools down or sobers up. According to the male tenant this has happened three times.

The landlord testified that the tenant has been going into suite and doing maintenance without authorization. He has told the male tenant not to do this on more than one occasion.

The male tenant testified that he has only made repairs on two occasions.

On one occasion the landlord had installed a hot water heater in an upstairs unit. Late that same evening the neighbour called the tenant and told him they did not have hot water. The tenant went to have a look. He said the wiring had been installed backwards. He reversed the wiring and a short time later his neighbour had hot water. The next day he told the landlord what he had done and did not get much of a reaction.

On another occasion the next door neighbour told him there were sparks coming out of the light switch. When he went to her unit he could smell smoke. He took the switch plate off and observed that some wires were touching. He turned the breaker off and made a little repair.

The same evening the same neighbour complained that the baseboard heating had not worked for a year and a half and the landlord was not doing anything about it. The tenant said he jiggled the thermostat and the heater started working.

These repairs were also made late in the evening.

The incident that put the landlord over the edge occurred on November 26. He and his wife were in the process of cleaning and repairing a vacant unit. They had not finished so the landlord secured the door for the evening by nailing it shut. The next day they discovered that the stove had been replaced. Following the drag marks in the carpet they discovered the stove in another unit. The resident of that unit, L, told them the tenant had brought it over the previous evening.

The male tenant testified that L had told him several times that her stove was acting up. It would turn on by itself. He observed this himself and was concerned that faulty wiring may be the issue. L told him she had reported this to the landlord but nothing had been done.

One evening, again later in the evening, he walked past the vacant unit and saw that he door was open. He stuck his head in to see if anyone was in the unit. He saw the stove unplugged and sitting in front of the door so he decided to switch it with the one in L's unit. By the next morning when he went to tell the landlord what he had done the landlord already knew and was furious.

Both tenants testified that they have experienced loss as a result of fires and they are terrified of fire.

On November 27 the landlord issued and served a 1 Month Notice to End Tenancy for Cause. The reasons on the notice are:

- Tenant . . . has put the landlord's property at significant risk.
- Tenant . . has engaged in illegal activity that has, or is likely to, jeopardize a lawful right or interest of another occupant or the landlord.

The landlords filed this application disputing the notice on December 4, 2015, within the time for doing so.

The male tenant testified that until two weeks before the hearing there was no handyman on staff. Since the handyman has been hired he has made a point of not doing any repairs.

### Analysis

On the notice to end tenancy the correct unit number was listed on one location and an incorrect number was set out in another spot.

Section 68(1) provides that if a notice to end tenancy does not comply with the Act the arbitrator may amend the notice if satisfied that the person receiving the notice knew, or should have known, the information that was omitted from the notice and in the circumstances, it is reasonable to amend the notice. I am satisfied that the tenants were not misled by the error in the notice and I amend it so that the correct number of the rental unit is recorded on both locations.

There are several points that must be made about the repairs done by the tenant:

- They are all done late at night.

- They are all repairs that can wait until morning.
- They were all made without the landlord's prior knowledge or authorization.
- All of his neighbours could have applied to the Residential Tenancy Branch for a repair order if the issue had been outstanding for some time.

With specific regard to the episode on November 26 the tenant had not legal right to enter the other unit or to "switch out" the stoves. Even if the door was open it is still an illegal entry. Although the tenant says he made this switch because he was afraid that his neighbour's stove posed a fire hazard, in fact, he had no way of knowing, because he did not talk to the landlord in advance, whether the stove that was sitting unplugged and out of position was any safer than the one he replaced.

I find that the male tenant's activities did put the landlord's property at significant risk and the landlord does have cause to end this tenancy. The tenant's application is dismissed.

Section 55(1) of the *Residential Tenancy Act* provides that if a tenant makes an application to set aside a landlord's notice to end a tenancy and the application is dismissed or the notice to end tenancy is upheld, the arbitrator must grant an order of possession of the rental unit to the landlord. Therefore, I grant the landlord an order of possession effective two days after service on the tenant

#### Conclusion

An order of possession effective two days after service has been granted to the landlord. If necessary, this order may be filed in the Supreme Court and enforced as an order of that court.

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 29, 2016

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Residential Tenancy Branch

