



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding WIB INVESTMENTS CORP
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes cnc, mndc, ff

Introduction

The tenant has applied for dispute resolution, seeking an order cancelling a one month Notice to End Tenancy.

The tenant named an individual female as landlord and respondent in her claim. In fact, as is evident from both the written tenancy agreement and the one month Notice to End Tenancy given by the landlord to the tenant, the proper landlord is a corporate entity. I have therefore amended the style of cause of this decision to reflect this corporate name of the landlord.

The tenant attended the hearing, and two representatives of the corporate landlord attended. Both parties exchanged evidence in advance of the hearing, and there are no issues as to service of any documents, relating to the tenant's claim or to the one month Notice to End Tenancy. Both parties provided oral testimony at the hearing.

The tenant included a monetary claim in her dispute, but confirmed at the hearing that the cancellation of the notice was the most important issue to be dealt with. I note that the monetary claim is not related in law or fact to the issue of the ending of the tenancy, and the disputed notice. One of the objectives of the Rules of Procedure for hearings of this nature is to ensure a consistent, efficient and just process for resolving disputes (Rule 1.3). Accordingly, the monetary claim that is not related in fact and law to the key claim regarding the notice of the end of this tenancy, is not dealt with in this decision, and is dismissed pursuant to Rule 2.3, with liberty to re-apply.

Issues to Be Decided

- Is the One Month Notice to End Tenancy served upon the tenants effective to end this tenancy, or should the Notice be cancelled, and the tenancy continue?
- Is the landlord entitled to an order of Possession?
- Is the tenant entitled to recover her filing fee from the landlord?

Background and Evidence

Although much more evidence was provided, the relevant evidence for this claim is as follows:

The tenant's evidence is that on January 2017, she was cooking bacon. Instead of turning the burner off, she turned it on high. The tenant left the room, and a fire of the

bacon grease ensued. She returned to the kitchen, discovered the fire and put the pan into the sink and put water onto it, resulting in thick smoke. She called 911, then stayed with the neighbours until the smoke was cleared, their child stopped crying, and the fire department had left. When the fire occurred, she heard the smoke detector ringing from the upstairs suite. The fire department found no smoke detectors in the bedrooms of her suite, and installed these. The tenant testified that she had been informed by the landlord at the start of the tenancy that the suite had been hard-wired for smoke detectors. However, there were no smoke detectors in the suite.

The landlord's evidence was that the tenant's kitchen fire was very stressing to them as well as to the occupants who reside upstairs in the rental home. Not only did the tenant carelessly cause a fire, but she aggravated the situation by putting water on a grease fire. The fire has caused damage to both rental units in the premises, and an estimate of the cost to remediate it is over \$9,000.00. The landlord's statement indicates they have both suffered severe anxiety and loss of sleep since the fire. They are worried about their investment in the rental property, and for all the occupants in the premises. There have been two inspections, one in September 2016, shortly after the tenancy started, and another in December 2016 after some repair issues had been attended to. During both of these inspections the fire alarms were present in the premises. The premises were built to code, which required these alarms. Sometime after that, the tenant or another occupant must have removed the smoke detectors. This has created a significant risk of damage to the premises. The tenant has also disturbed the landlords through aggressive, frequent messages.

Analysis

Section 47(1)(d) permits a landlord to end a tenancy when a tenant has significantly interfered with or unreasonably disturbed another occupant or the landlord, or has put the landlord's property at significant risk.

In this case, I accept the testimony and evidence of the landlord that the fire caused by the tenant has unreasonably disturbed the landlords and other occupants. The landlord's testimony that the upstairs children were very alarmed by the fire and smoke, is supported by the tenant's evidence that one of the children was crying until all the smoke was cleared. The landlords have experienced anxiety and sleeplessness.

It is also readily apparent that a grease fire on the stove could have caused significantly more damage to the premises, and could have resulted in smoke inhalation or other serious harm to the occupants. Clearly it was the tenant's conduct in turning the burner on high that created this risk to the property, and this disturbance to the other occupants and to the landlords.

I find these factors sufficient to warrant the giving of the Notice by the landlord, and they demonstrate that the landlord had cause to end the tenancy. Given these findings, it is not necessary for me to determine the merits of the other reasons given by the landlord for ending the tenancy.

Accordingly the tenant's application to have the Notice cancelled is dismissed. The tenancy shall end. The tenant's application to recover their filing fee is similarly dismissed.

Section 55 (1) of the Residential Tenancy Act provides that if a tenant makes an application for dispute resolution to dispute a landlord's notice to end a tenancy, the director must grant to the landlord an order of possession of the rental unit if the landlord's notice is proper as to form and content, and the tenant's application to cancel the Notice is dismissed. I have reviewed the form and content of the notice, and find it to be proper. Having dismissed the tenant's claim, all required conditions for an Order of Possession are met. The tenancy ends on February 28, 2017, and I grant an Order of Possession to the landlord, effective that date.

Conclusion

The tenants' claim is dismissed. Pursuant to Section 55 of the Residential Tenancy Act, I issue an Order of Possession, effective February 28, 2017.

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: February 16, 2017

Residential Tenancy Branch