



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding BC HOUSING  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      CNC

### Introduction

On July 26, 2018, the Tenant submitted an Application for Dispute Resolution under the *Residential Tenancy Act* (the “Act”) requesting to cancel a One-Month Notice to End Tenancy for Cause. The matter was set for a participatory hearing via conference call.

The Landlord and Tenant attended the hearing and provided affirmed testimony. They were provided the opportunity to present their relevant oral, written and documentary evidence and to make submissions at the hearing. The parties testified that they exchanged the documentary evidence that I have before me.

I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

### Issue to be Decided

Should the One-Month Notice to End Tenancy for Cause, dated July 24, 2018 (the “Notice”), be canceled, pursuant to Section 47 of the Act?

### Background and Evidence

The Tenant and the Landlord agreed on the following terms of the Tenancy Agreement:

The month-to-month tenancy began on September 1, 2004. The monthly, subsidized rent is currently \$473.00. No security deposit was ever paid by the Tenant.

The Landlord provided testimony and referred to the submitted evidence to support the Notice issued to the Tenant. The Landlord stated that the Tenant began to accumulate large amounts of clutter in his rental unit in 2007. The Landlord submitted evidence of correspondence, warning letters and pictures between that time and early 2018.

On February 8, 2018, the local Fire Department became involved and inspected the Tenant's rental unit. On this date, the Fire Department issued a Notice of Violation to the Tenant that directed him to ensure all means of egress and access to exits are clear and free of obstructions at all time; to remove combustibles from all heat sources; and, to reduce excessive combustibles to comply with the intended and designed use of the space. The Fire Department stated that these violations needed to be addressed immediately and that another inspection would occur on March 22, 2018. On March 22, 2018, the Tenant denied the Fire Department and the Landlord access to the rental unit.

On May 10, 2018, the Landlord and the Fire Department reattended the rental unit and the inspection again revealed an accumulation of excessive combustibles and blocked or restricted means of egress. The Fire Chief's opinion was that the condition in the rental unit endangered life and posed a risk of injury or loss by fire. An Order was issued to the Tenant to reduce the amount of combustibles within the rental unit by 75% and to clear and maintain means of egress as per the Fire By-laws.

On May 14, 2018, the Landlord provided a letter to warn the Tenant to comply with the Fire Department Order. Failure to comply would result in the Landlord taking steps to end the Tenant's tenancy.

On May 31, 2018, the Fire Department re-inspected the rental unit and learned that there was "no progress to reduce the extreme fire load" despite the Order issued on May 3, 2018.

In a letter dated, June 8, 2018, the Landlord advised the Tenant that he is in breach of Section 47(d) of the Act. The Landlord asked for the Tenant's assistance and cooperation to reduce the amount of combustibles in his rental unit by 75% and to clear and maintain a means of egress from the floor area. The Landlord offered resources to assist with the removal of items at the Landlord's cost. In response to this letter, the Tenant refused any assistance.

On July 24, 2018, the Landlord personally served the Tenant with the One-Month Notice to End Tenancy for Cause, dated July 24, 2018, in company a witness. The Landlord

testified that the conditions had not improved in the Tenant's rental unit. The Notice included a move-out date for the Tenant for August 31, 2018.

The Landlord does not believe that the Tenant has complied with either the Fire Department's Order or the Landlord's request to address the fire and safety hazards in the rental unit. The Tenant is still living in the rental unit, past the move-out date of the Notice, and the Landlord is requesting an Order of Possession for the end of the month.

The Tenant testified that most of the items in his rental unit are for his daily living needs and that the food on the floor, such as rice noodles, are not combustible. The Tenant said that he has cleaned up his rental unit.

### Analysis

The Landlord has served the Notice on the Tenant based on Sections 47(1)(d) of the Act. When I consider the validity of the reasons the Landlord has for ending the tenancy, I must determine if the Landlord has sufficient evidence to prove that the Tenant's actions have seriously jeopardized the health and safety of another occupant and/or put the Landlord's property at significant risk. The standard of proof is based on the balance of probabilities. If I find that any one of the reasons set out in the Notice are valid and that the Notice complies with Section 52 of the Act, I must grant the Landlord an Order of Possession for the rental unit in accordance with Section 55 of the Act.

I accept the Landlord's testimony and evidence that the current condition of the Tenant's rental unit is a fire and safety hazard for both the Tenant and the rest of the occupants in the residential property. I find that the Tenant has seriously jeopardized the health and safety of all occupants in the residential property and also placed the Landlord's property at significant risk by not complying with the Fire Department's Order or the Landlord's guidance to reduce the amount of combustibles and maintain access and egress to the rental unit. As such, I find that the Landlord's reasons for the issuance of the Notice are valid.

As I have found that the reasons for the Notice are valid and also find that the Notice complies with Section 52 of the Act, I dismiss the Tenant's Application to cancel the Notice without leave to reapply. I therefore, grant an Order of Possession for the rental unit in accordance with Section 55 of the Act.

Conclusion

Pursuant to Section 55 of the Act, I am granting the Landlord an Order of Possession to be effective on October 1, 2018 at 1:00 p.m. This Order should be served on the Tenant as soon as possible. Should the Tenant fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

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: September 18, 2018

---

Residential Tenancy Branch