



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes: CNC, MNDC, OLC, MNSD, FF

### **Introduction:**

The Application for Dispute Resolution filed by the Tenant seeks the following:

- a. An order to cancel the one month Notice to End Tenancy dated March 28, 2019 and setting the end of tenancy for April 30, 2019
- b. An order suspending or setting conditions on the landlord's right to enter the rental unit.
- c. An order that the landlord comply with the Act, Regulations and/or tenancy agreement.
- d. A monetary order in the sum of \$3500.
- e. An order to recover the cost of the filing fee.

A hearing was conducted by conference call in the presence of both parties. On the basis of the solemnly affirmed evidence presented at that hearing, a decision has been reached. All of the evidence was carefully considered.

Both parties were given a full opportunity to present evidence and make submissions. Neither party requested an adjournment or a Summons to Testify. Prior to concluding the hearing both parties acknowledged they had presented all of the relevant evidence that they wished to present.

I find that the one month Notice to End Tenancy was personally served on the Tenants on March 28, 2019. Further I find that the Application for Dispute Resolution/Notice of Hearing was personally served on the landlord as the landlord acknowledged receipts of the documents. With respect to each of the applicant's claims I find as follows:

### **Issues to be Decided:**

The issues to be decided are as follows:

- a. Whether the tenants are entitled to an order cancelling the one month Notice to End Tenancy dated March 28, 2019 and setting the end of tenancy for April 30, 2019?
- b. Whether the tenants are entitled to an order suspending or setting conditions on the landlord's right to enter the rental unit?

- c. Whether the tenants are entitled to an order that the landlord comply with the Act, Regulations and/or tenancy agreement?
- d. Whether the tenants are entitled to a monetary order and if so how much?
- e. Whether the tenant is entitled to recover the cost of the filing fee?

Background and Evidence:

The tenancy began on October 1, 2017. The tenancy agreement provided that the tenant(s) would pay rent of \$1750 including utilities per month payable in advance on the first day of each month. The tenant(s) paid a security deposit of \$800 at the start of the tenancy.

A significant fire occurred in the tenant's rental unit on or about May 5, 2019 and the tenants were forced to vacate. The landlord testified it will take many months to repair. The tenants do not have tenants' insurance. There is a dispute between the parties as to the cause. The landlord denied access to the rental unit to the tenants so that the matter could be dealt with in this hearing.

Grounds for Termination:

The Notice to End Tenancy relies on the following grounds:

- Tenant or a person permitted on the property by the tenant has:
  - ...
  - put the landlord's property at significant risk
  - ...
- Breach of a material term of the tenancy agreement that was not corrected within a reasonable time after written notice to do so

Analysis::

After carefully considering all of the evidence I determined that the landlord has established sufficient cause to end the tenancy. The tenancy agreement required that they have tenants' insurance which they failed to do. I determined based on the evidence that the smoke detectors were disabled. I am further satisfied that the condition of the rental unit put the landlord's property at significant risk. The tenants had pets contrary to the tenancy agreement. I determined the tenants put the landlord's property at significant risk. As a result I dismissed the tenant's application to cancel the Notice to End Tenancy without leave to re-apply. I order that the tenancy shall end on the date set out in the Notice.

As the tenancy is coming to an end I ordered that the application for an order suspending or setting conditions on the landlord's right to enter the rental unit and the application for an order that the landlord comply with the Residential Tenancy Act, Regulations and/or tenancy agreement be dismissed without leave to re-apply. I further order that the application of the tenants for the cost of the filing fee be dismissed without leave to re-apply.

Order for Possession:

The Residential Tenancy Act provides that where an arbitrator has dismissed a tenant's application to cancel a Notice to End Tenancy, the arbitrator must grant an Order for Possession. As a result I granted the landlord an Order for Possession on 2 days notice.

The tenant must be served with this Order as soon as possible. Should the tenant fail to comply with this Order, the landlord may register the Order with the Supreme Court of British Columbia for enforcement.

The parties have agreed to meet at the rental unit at 1:00 p.m. today to enable for the tenants to see whether their pets are still in the rental unit. They have also agreed to arrange for a time to meet to enable the tenants to remove any of their belongings that are salvageable.

Application for a Monetary Order:

Rule 2.3 of the Rules of Procedure provides as follows:

2.3 Related issues

Claims made in the application must be related to each other. Arbitrators may use their discretion to dismiss unrelated claims with or without leave to reapply.

The tenants made a number of monetary claims which totalled \$3500. I determined those claims were not related to application to cancel the one month Notice to End Tenancy. Further, the tenants testified they had documents in the rental unit which they were not able to access because of the fire. I determined that it was appropriate to dismiss the tenants' monetary claim with leave to reapply.

Conclusion:

I dismissed the tenants' application to cancel the one month Notice to End Tenancy without leave to re-apply and I granted an Order of Possession on 2 days notice. I also

dismissed the tenants' application for an order suspending or setting conditions on the landlord's right to enter the rental unit and the application for an order that the landlord comply with the Residential Tenancy Act, Regulations and/or tenancy agreement be dismissed without leave to re-apply. I further order that the application of the tenants for the cost of the filing fee be dismissed without leave to re-apply.

I dismissed the tenants' claim for a monetary order with leave to re-apply.

**This decision is final and binding on the parties except as provided in this decision or by law.**

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: May 09, 2019

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Residential Tenancy Branch