



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding CITY OF VANCOUVER  
and [tenant name suppressed to protect privacy]

## **DECISION**

### Dispute Codes:

CNC, LAT

### Introduction

This hearing was convened in response to the Tenant's Application for Dispute Resolution, in which the Tenant applied to set aside a Notice to End Tenancy for Cause and for authority to change the locks to the rental unit.

The Agent for the Landlord dialed into the teleconference prior to 9:30 a.m. on January 14, 2019, which was the scheduled start of the hearing. The hearing proceeded in the absence of the Tenant. By the time the teleconference was terminated at 9:41 a.m., the Tenant had not attended.

The Agent for the Landlord stated that the Tenant's Application for Dispute Resolution was delivered to the Landlord's business office, although he does not recall the date of service.

On January 07, 2020 the Landlord submitted evidence to the Residential Tenancy Branch. The Agent for the Landlord stated that this evidence was personally served to the Tenant on January 07, 2020. In the absence of evidence to the contrary, I find that this evidence was served to the Tenant in accordance with the *Residential Tenancy Act (Act)*, and it was accepted as evidence for these proceedings.

The Agent for the Landlord was given the opportunity to present relevant oral evidence and to make relevant submissions. He affirmed that he would speak the truth, the whole truth, and nothing but the truth during these proceedings.

Issue(s) to be Decided

Should the Notice to End Tenancy for Cause, served pursuant to section 47 of the *Residential Tenancy Act (Act)*, be set aside?

Should the Tenant be granted authority to change the locks?

Background and Evidence

The Agent for the Landlord stated that a One Month Notice to End Tenancy for Cause was posted on the door of the rental unit on November 15, 2019. He stated that he intended to personally serve it to the Tenant, but the Tenant refused to answer the door. The One Month Notice to End Tenancy for Cause declared that the rental unit must be vacated by December 31, 2019.

The reason cited for ending the tenancy on the One Month Notice to End Tenancy for Cause stated for the Notice to End Tenancy is that the Tenant or a person permitted on the property by the has put the Landlord's property at significant risk.

The Agent for the Landlord stated that the One Month Notice to End Tenancy for Cause was served for the following reasons:

- There was a fire in the rental unit at approximately 6:10 a.m. on October 31, 2019;
- The fire department attended the scene but was unable to determine a cause for the fire;
- He has since inspected the area where the fire started and determined there was nothing electrical in that area that could have started the fire;
- He did not observe any candles in the area, nor did he observe anything else that could have accidentally started the fire;
- The Tenant had a guest in his room near the time of the fire and he thinks it is possible this guest started the fire when he left the room;
- The area where the fire started is about 4 feet away from a window;
- During a routine inspection the Landlord determined that the Tenant had changed the lock to the rental unit, without permission from the Landlord;
- On September 06, 2019 the Tenant was advised, in writing, that he must reinstall the original lock to the rental unit;
- On September 17, 2019 the Tenant was again advised, in writing, that he must reinstall the original lock to the rental unit by September 20, 2019;
- The Tenant did not reinstall the original lock; and
- On October 03, 2019 the Landlord replaced the lock.

Analysis

As the Tenant did not attend the hearing in support of his application for authority to change the locks, I dismiss that application, without leave to reapply.

Section 47(1)(d)(iii) of the *Residential Tenancy Act (Act)* authorizes a landlord to end a tenancy by giving notice if the tenant or a person permitted on the residential property by the tenant has put the landlord's property at significant risk.

On the basis of the undisputed evidence I find that a One Month Notice to End Tenancy for Cause, served pursuant to section 47(1)(d)(iii) of the *Act*, was served to the Tenant.

I find that the One Month Notice to End Tenancy for Cause required the Tenant to vacate the rental unit by December 31, 2019, and that the unit has not yet been vacated.

I find that the Landlord has provided sufficient evidence to establish that the Landlord has grounds to end this tenancy pursuant to section 47(1)(d)(iii) of the *Act* and I therefore dismiss the Tenant's application to cancel this One Month Notice to End Tenancy for Cause.

In concluding that the Tenant or a person permitted on the residential property by the tenant has put the landlord's property at significant risk I was influenced, in part, by the undisputed evidence that there was a fire in the rental unit on October 31, 2019. As the fire department was unable to identify the cause of the fire, I find it reasonable to conclude it may have been caused by the actions of the people occupying the rental unit at the time of the fire. A fire inside of a rental unit poses a significant risk to the residential complex and the people inside it, given that the fire could impact the entire building.

In concluding that the Tenant or a person permitted on the residential property by the tenant has put the landlord's property at significant risk I was influenced, in part, by the undisputed evidence that the Tenant changed the lock to the rental unit, without lawful authority and that he did not replace the original lock, or take steps to remedy the problem, even after receiving two written demands to do so.

I find that changing the lock and not providing a key to the new lock poses a significant risk to the residential complex and all people occupying the residential complex. Had the Tenant not been home at the time of the fire on October 31, 2019, for example, the subsequent delay in accessing the rental unit would likely have exacerbated the risk of the fire.

As I have dismissed the application to set aside the One Month Notice to End Tenancy for Cause, I must grant the Landlord an Order of Possession, pursuant to section 55(1) of the *Act*.

Conclusion

The Application for Dispute Resolution is dismissed, without leave to reapply.

I grant the Landlord an Order of Possession that is effective at 1:00 p.m. on January 31, 2020. This Order may be served on the Tenant, filed with the Supreme Court of British Columbia, 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 14, 2020

---

Residential Tenancy Branch