



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding 1125345 BC Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes ET, FFL

Introduction

This hearing was convened as a result of the Landlord's Application for Dispute Resolution ("Application") under the *Residential Tenancy Act* ("Act") for an early termination of the tenancy and an Order of Possession pursuant to section 56 of the Act, and to recover the \$100.00 cost of their Application filing fee.

The Tenant, G.S., a witness for the Tenants, B.L. ("Witness"), and two agents for the Landlord, S.J. and S.H. ("Agents"), appeared at the teleconference hearing and gave affirmed testimony. I explained the hearing process to the Parties and gave them an opportunity to ask questions about the hearing process. During the hearing the Tenant and the Agents were given the opportunity to provide their evidence orally and to respond to the testimony of the other Party. I reviewed all oral and written evidence before me that met the requirements of the Residential Tenancy Branch ("RTB") Rules of Procedure ("Rules"); however, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Neither Party raised any concerns regarding the service of the Application for Dispute Resolution or the documentary evidence. The Tenant said the Tenants had received the Application and the documentary evidence from the Landlord. The Tenant confirmed that he had not submitted any documentary evidence to the RTB or to the Landlord.

Preliminary and Procedural Matters

The Parties provided their email addresses in the hearing and confirmed their understanding that the Decision would be emailed to both Parties and any Orders sent to the appropriate Party.

At the outset of the hearing, I advised the Parties that pursuant to Rule 7.4, I would only

consider their written or documentary evidence to which they pointed or directed me in the hearing.

Issue(s) to be Decided

- Is the Landlord eligible for an early termination of the tenancy and an Order of Possession, because the Tenants pose an immediate and severe risk?

Background and Evidence

The Parties agreed that the periodic tenancy began on April 15, 2014, with a monthly rent of \$1,550.00, due on the first day of each month. They agreed that the Landlord took ownership of the residential property on April 15, 2018 from the Tenants' previous landlord. The Parties agreed that the Tenant paid the previous landlord a security deposit of \$775.00, and no pet damage deposit. The Agent said she would enquire about the security deposit from the previous landlord.

This matter is before me, because, as the Landlord alleges in the Application:

The tenants are stealing electricity by means of splitting wires and re-directing power supply. BC Hydro has conducted an investigation and found they have been stealing electricity for 2 years. However, after their meter was removed the tenants have proceeded to steal electricity from the neighbouring properties and the meter of another rental unit. BC Hydro has indicated this is a severe fire risk. The tenants have already caused one fire which was not reported to us.

In the hearing, the Agent said:

Our main concern is imminent risk of property damage, due to rewiring electricity. In an October 21, 2020 BC Hydro letter, they say the Tenants tampered with their equipment. They suspected for two years that the Tenants have been stealing electricity. It's on the roof of the house – not anywhere they or we can have access - but that's what [BC Hydro] determined. There is a fire risk due to improperly functioning equipment, and they removed the meter.

The Agent submitted a copy of the October 21, 2020 letter from BC Hydro, which includes:

Records indicate that you are the registered owner of the above property. A recent incident involving damage to BC Hydro equipment serving this residence

has raised concerns regarding the integrity of our equipment. Electricity is an inherently dangerous commodity requiring special care even under normal conditions, and we must be satisfied that our equipment is functioning properly and is safe for our workers at all times.

. . .

While we will normally deal directly with tenants in a rental premises, our willingness to do so is based on the expectation that BC Hydro is able to keep our equipment free from damage. Compromising BC Hydro equipment can undermine our ability to safeguard our employees and potentially present hazards to other first responders. As the registered owner, we are also sure that you will be concerned about the fire risk that improperly functioning electrical equipment can present to our premises.

In consequence of the equipment damage that BC Hydro has encountered at this property, this is notice to you that we now require you, as the registered owner, to take responsibility for the electric service to these premises on an ongoing basis. We will no longer take applications from your tenants for the electric service.

The Agent also said:

Since then, the Township Langley bylaw officer also conducted inspections. They told us that the Tenants have tried to plug an extension cord into a neighbouring property. When that failed, they rewired a meter from a well, which belongs to other tenants. That's a large fire risk to property, other people, wildlife . . .

This is the third time these Tenants have illegally tried to source electricity on the property, since they can't get any from BC Hydro.

The Tenant said:

As for power hooked up from us, we never once touched the power lines. That's very unsafe. We were always using a generator borrowed from a friend of ours and hooked up by a licensed electrician. We ran that for about three years before this. We were never charged with stealing power by BC Hydro.

As for borrowing power from neighbours, that was a fellow we kicked out who did that. And the neighbour gave permission.

As for the fire – that was a propane bottle malfunctioning. I worked hard saving this house from burning down. They told me that they were going to contact the owner, their son comes in the inspection, and he ignored all statements about wire in the wall. He didn't take a look – the fire department would have to have contacted the owner. They don't do half a job; they do their job. For the owners to say they weren't contacted about that is wrong.

We have permission. We've been paying the tenant in the back to run a cord to the house, so we have heat. Of course, it's running through a line, and it costs \$600.00. Plus, we have three generators. They've given us a power source. . . . that's all I have to say.

The Agent said:

As far as the claim that they've been using a generator for 3 – 4 years, [S.H.] can say that is false. That wasn't used until BC Hydro turned off their power. The neighbours heard it recently.

Re [S.H.'s] son walking by and not seeing damage from the fire, the last inspection was prior to the fire happening. We were notified by the neighbour about the fire. The timing of that is incorrect.

Re fire department, they did not get hold of us. [S.H.] called them, but they said: 'Put me through to the fire officer, and you have to go online to get information.' We found out from neighbours.

As for the barn house – we're not aware of borrowing, but that still poses a risk to our property and that has to stop. The way they are getting electricity has to stop. Stop paying [D.], if they're paying [D.].

The Tenant said:

It's not against the law to run a cord to a neighbour's house. It's the neighbourly thing to do. The trouble was with the previous person with the bill. She left this premise with an outstanding bill. I couldn't hook up hydro without paying the debt.

The Witness said:

Basically, hydro said to me that I have to help bust [G.S.] and his wife for stealing

power. I'm here to help them. When I hooked up hydro in my name, they just stalled me. Why can't I have power to this house? They were pressuring me to pay the bill. I feel ostracised when people come and go from a place and they leave a mess behind. We're trying to make amends here and respect people as human beings.

The Agent said:

We as Landlord have to hire a certified electrician to repair the damage that had been done to this house. So, this is all over the place a hazard – a hazard to BC Hydro – they don't want to send staff. . . .

Because of the damage and tampering during this watch – we have to pay the bill.

We're not lying, the fire department didn't contact us. The onus is on the tenant to contact the landlord when damage is done. The onus is on the tenant to let the landlord know.

Going back to the fact of having this emergency hearing, we're trying to remove the risk of personal injury to other people who live on this property or in the area of the tampering of the well and to the other residents.

The Tenant said:

The notice to move out is totally uncalled for; there's no reason for the eviction, no reason to move out December 31. It's a Covid crisis. We were struggling to live here. I never gave them notice that my wife and son moved out, which is pretty cold. A couple more dollars in their pocket. [The Witness] moved in to help me. When it comes to their inspections, the electrical inspector said to redo this house. Why get an inspector when everyone is moving out. And it's not a fire hazard, and it just keeps us from starving on the street.

Analysis

Based on the documentary evidence and the testimony provided during the hearing, and on a balance of probabilities, I find the following.

In order to establish grounds to end the tenancy early under section 56 of the Act, a

landlord must not only establish that he has cause to end the tenancy, but that it would be unreasonable or unfair to require the Landlord to wait for a notice to end the tenancy under section 47 of the Act to take effect. Having reviewed the submissions and testimony of the Landlord, I find that they have met that burden.

I find that the letter from BC Hydro makes it more likely than not that the tenants have tampered with the company's equipment. The Tenant acknowledged that they are unable to get an account with BC Hydro, and therefore, that they need electricity from another source. The Tenant said they have used friends' generators; however, the Tenant also indicated that another tenant in a different building on the residential property has allowed them to use his power with an extension cord.

Based on all of the evidence before me overall, I find that it is more likely than not that the Tenants have been trying to get power to the rental unit by illegal and/or dangerous means. I find this is a danger to the Landlord's property and more importantly, to the Tenants of the rental unit, and other people on the property, including other tenants and potential first responders, including BC Hydro personnel.

I accept the Landlord's evidence that the Tenants or someone they has allowed on the property have:

- seriously jeopardized the health or safety or a lawful right or interest of the landlord or another occupant;
- put the landlord's property at significant risk; and
- engaged in illegal activity that
 - ▶ has caused or is likely to cause damage to the landlord's property, and
 - ▶ has adversely affected or is likely to adversely affect the quiet enjoyment, security, safety or physical well-being of another occupant of the residential property.

Due to these conclusions, I find that the Landlord has proven on a balance of probabilities that the Tenants have significantly interfered with or unreasonably disturbed another occupant and the Landlord, as well at put the Landlord's property at significant risk.

I am also satisfied that it would be unreasonable and unfair to the Landlord to wait for a One Month Notice to End Tenancy to take effect, as I find this matter is of significant enough importance and urgency that it needs to be resolved as soon as possible.

I, therefore, grant the Landlord's Application to end this tenancy early, pursuant to section 56 of the Act. The Landlord is granted an Order of Possession **effective two days after service** on the Tenants.

Further, I also grant the Landlord's request to recover the **\$100.00** Application filing fee, pursuant to section 72 of the Act. The Landlord is authorized to deduct \$100.00 from the Tenants' security deposit in full satisfaction of this award.

Conclusion

The Landlord's Application for an early termination of the tenancy and an Order of Possession is successful, as they provided sufficient evidence to establish on a balance of probabilities that the Tenants have seriously jeopardized the health and safety of another person and put the Landlord's property at significant risk.

The Landlord is granted an Order of Possession **effective two days after service** on the Tenants. The Landlord is provided with this Order in the above terms and the Tenants must be served with **this Order** as soon as possible.

Should the Tenants fail to comply with this Order, this Order may be filed in the Supreme Court of British Columbia and enforced as an Order of that Court.

I authorize the Landlord to retain \$100.00 from the Tenants' security deposit, in satisfaction of the monetary award for recovery of the Application filing fee.

This Decision is final and binding on the Parties, unless otherwise provided under the Act, and 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: December 23, 2020

Residential Tenancy Branch