



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding LANGLEY LIONS HOUSING SOCIETY  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      CNC

### Introduction

The tenant applies to cancel a one month Notice to End Tenancy for cause received September 30, 2020. The Notice alleges that the tenant has conducted himself in a manner that seriously jeopardized the health, safety or lawful right of another occupant or the landlord or has put the landlord's property at significant risk. Either ground, if proved, is a valid ground for ending a tenancy under s. 47 of the *Residential Tenancy Act*.

The landlord attended the hearing by its agent JD. The tenant did not attend the hearing but was represented by a friend, RH. Each was given the opportunity to be heard, to present sworn testimony and other evidence, to make submissions, to call witnesses and to question the other. Only documentary evidence that had been traded between the parties was admitted as evidence during the hearing.

### Issue(s) to be Decided

Has the tenant seriously jeopardized the health safety or lawful right of another occupant or the landlord? Has he put the landlord's property at significant risk?

### Background and Evidence

The rental unit is a one bedroom apartment in a 97 unit apartment building. The tenancy started in November 2011. Currently the tenant pays \$320.00 per month for

rent. The landlord receives a government subsidy for an additional amount. The landlord holds a \$225.00 security deposit.

The landlord shows that the tenant had been an ongoing problem for the landlord and other occupants in the building for a period of time before the Notice was issued. She says the tenant spends his normal day sitting outside, drinking. He is consistently and publicly intoxicated. He has left his urine, vomit and feces in the hall of the apartment building.

JD submitted a video of the interior of the tenant's apartment. Though the video was taken long after the Notice in question was issued, she says it represents the general state of the apartment prior to the Notice. The video shows numerous feces smudges on the floor around the toilet and feces smudges tracked out of the bathroom and into other parts of the apartment.

ON September 29, 2020 the smoke alarm went off in the tenant's apartment. An unidentified occupant of the building pulled the fire alarm. An employee of the landlord, KB attended as a result. There was no answer to his knocks on the tenant's door and so he entered. He found a pot "burning" on the stove in the apartment and the tenant "passed out" on the couch as the result of alcohol intoxication.

RH for the tenant has no personal knowledge of the allegations.

### Analysis

As RH notes, it is not uncommon for someone to accidentally leave the stove on. However, it is uncommon for someone to be so incapacitated as to be oblivious to a smoke alarm in the next room or a fire alarm going off in the hallway to one's apartment.

It is not only uncommon but poses a clear threat to the safety and well being of other occupants of the property and a significant risk to the landlord's property.

### Conclusion

I find that the Notice given to the tenant on September 30, 2020 was a proper Notice and I dismiss the tenant's application to cancel it.

As a result of the Notice, this tenancy ended October 31, 2020. The landlord is entitled to an order of possession. By agreement with JD, that order will be effective December 31, 2020.

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: December 14, 2020

---

Residential Tenancy Branch