



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNC

### Introduction

Pursuant to section 58 of the Residential Tenancy Act (the Act), I was designated to hear an application regarding a tenancy. In this application for dispute resolution, the Tenants applied for an order to cancel a One Month Notice to End Tenancy For Cause, dated October 31, 2021 (the One Month Notice).

The parties were given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses; they were made aware of Residential Tenancy Branch Rule of Procedure 6.11 prohibiting recording dispute resolution hearings.

The Tenants testified they served their Notice of Dispute Resolution Proceeding and evidence on the Landlord by registered mail on November 5, 2021. The Landlord confirmed they received the documents. I find the Tenants served the Landlord in accordance with section 89 of the Act.

The Landlord testified they served their responsive evidence on the Tenants in person, within two days of being served by the Tenants. The Tenants confirmed receipt of the Landlord's evidence, on an unknown date. I find the Landlord's responsive evidence sufficiently served on the Tenants under section 71 of the Act, even though no date was provided.

### Issues to be Decided

- 1) Are the Tenants entitled to an order to cancel the One Month Notice?
- 2) If not, is the Landlord entitled to an order of possession?

### Background and Evidence

The parties agreed on the following particulars of the tenancy. It began on September 1, 2016; rent is \$520.00, due on the last day of the month for the month going forward; and the Tenants paid a security deposit of \$125.00, which the Landlord still holds.

The Landlord testified they served the One Month Notice on the Tenants in person on October 31, 2021, which the Tenants confirmed. A copy of the One Month Notice was submitted as evidence by both parties. The Notice is signed and dated by the Landlord, gives the address of the rental unit, states the effective date, states the reasons for ending the tenancy, and is in the approved form. The One Month Notice indicates the tenancy is ending because the Tenants or a person permitted on the property by the Tenants has:

- seriously jeopardized the health or safety or lawful right of another occupant of the Landlord; and
- put the Landlord's property at significant risk.

The Landlord testified that the Tenants have been "unduly disturbing others repeatedly," and that the "final straw" was when a fire began in their unit and the Tenants failed to extinguish the fire, but instead left it up to other tenants to do so. The Landlord stated they can no longer trust the Tenants in the unit.

The Landlord testified that on October 6, 2021, other tenants saw one of the subject Tenants throw a burning item out the door of their unit, and as it flew through the air, the item dropped burning pieces on the stairs, and landed in the driveway. Three tenants who were outside and saw this occur, stamped out the flames from a burning plastic cutting board. They also put out the burning spots on the stairs. The tenants who witnessed the event said they did not see the subject Tenants come out of their unit to put out the flames. The Landlord explained that he did not witness the event, but was told about it by the tenants who did. The Landlord testified there was a fire extinguisher mounted 10 feet away on the outer wall of the building, which the subject Tenants could have used, but did not.

The Landlord's submitted evidence included letters from the three tenants who observed the event and put out the fires, as well as a photo of the burnt and melted cutting board. The descriptions of the event in the tenants' letters support the Landlord's testimony.

Tenant NG testified that he had a fire extinguisher, and that he tried to put out the fire in the residence by splashing the burning plastic cutting board with water, but that it splashed back at him. The Tenant testified he then put the board outside and went to get a fire extinguisher from the kitchen, but by the time he went outside, someone had put out the fire. The Tenant estimated that about 8 seconds elapsed from the time he tossed the burning board outside to when he went to get the fire extinguisher. The Tenant also stated that when they went to use the fire extinguisher, it did not work.

Tenant HG testified that Tenant NG did not go for the fire extinguisher outside, but for the one inside the rental unit, in the hallway by the bedroom. Tenant HG testified the Tenants did not know the fire extinguisher didn't work.

Tenant HG testified that she and Tenant NG were intoxicated at the time of the fire. Tenant HG testified she was asleep at the time, and the fire began as Tenant NG was "trying to cook."

### Analysis

Based on the parties' testimony, I find the Landlord served the Tenants the One Month Notice on October 31, 2021, in accordance with section 88 of the Act, and the Tenants received it on the same day.

I find the One Month Notice meets the form and content requirements of section 52 of the Act.

Section 47 of the Act states that a tenant receiving a One Month Notice may dispute it within 10 days after the date the tenant receives the Notice. As the Tenants received the Notice on October 31, 2021 and applied to dispute the Notice on November 2, 2021, I find the Tenants met the 10-day deadline.

Section 47 of the Act states that a landlord may end a tenancy if a tenant has:

- seriously jeopardized the health or safety or lawful right of another occupant or the Landlord; or
- put the Landlord's property at significant risk.

I accept the Landlord's documentary evidence and affirmed testimony stating that a fire began in the Tenants' unit, one of the Tenants threw a flaming cutting board out of the unit, and other tenants who saw this occur stamped out the flames, and did not observe either of the Tenants emerge from the rental unit to put out the flames.

Due to the risk of a more serious fire resulting from the Tenant's actions, I find the Tenant seriously jeopardized the health or safety or lawful right of another occupant or the Landlord, and put the Landlord's property at significant risk.

Therefore, in accordance with section 47 of the Act, I find the Landlord is entitled to an order of possession.

### Conclusion

The Tenants' application is dismissed; the One Month Notice is upheld.

The Landlord is granted an order of possession which will be effective two days after it is served on the Tenants. The order of possession must be served on the Tenants. The order of possession 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: January 12, 2022

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Residential Tenancy Branch