

DECISION

Introduction

This hearing dealt with the Tenant's Application for Dispute Resolution under the *Residential Tenancy Act* (the Act) for:

- cancellation of the Landlord's One Month Notice to End Tenancy for Cause (One Month Notice) under section 47 of the Act
- authorization to recover the filing fee for this application from the Landlord under section 72 of the Act

This hearing dealt with the Landlord's Application for Dispute Resolution under the *Residential Tenancy Act* (the Act) for:

- to obtain an Order of Possession
- authorization to recover the filing fee for this application from the Landlord under section 72 of the Act

Both parties appeared, gave affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross-examine the other party, and make submissions at the hearing.

In a case where a tenant has applied to cancel a One Month Notice, Rule 7.18 of the Residential Tenancy Branch Rules of Procedure require the landlord to provide their evidence submission first, as the landlord has the burden of proving cause sufficient to terminate the tenancy for the reasons given on the Notice

I have reviewed all evidence and testimony before me that met the requirements of the rules of procedure. I refer only to the relevant facts and issues in this decision.

Issues to be Decided

Should the One Month Notice be cancelled?

Is the landlord entitled to an order of possession?

Are either party entitled to recover the cost of the filing fee?

Background and Evidence

The tenancy began on June 1, 2024. Rent in the amount of \$607.00 was payable on the first of each month.

The parties agreed that the One Month Notice was issued on June 26, 2025, with an effective date of July 31, 2025.

The reason stated in the One Month Notice was that the tenant has:

- significantly interfered with or unreasonably disturbed another occupant or the landlord;
- seriously jeopardized the health or safety or lawful right of another occupant or the landlord
- puts the landlord's property at significant risk; and
- Tenant or a person permitted on the property by the tenant has caused extraordinary damage to the unit.

The Landlord testified that the board of the society can no longer continue the tenancy. Filed in evidence is a letter dated August 8, 2025, I have reproduced relevant parts of the letter, which in part reads as follows, I have redact personal information for privacy:

[redacted]has been diagnosed with early onset dementia and along with his noted brain injury and based on recent development with regards to the house fire, it is evident that he is no longer able to live independently or safely in the community's rental unit.

We have been in communication with the tenant's family, and though they say they are seeking placement in a long-term care facility we have not had any indication that this is true.

Given these circumstances, I respectfully request that the Residential Tenancy Branch recognize the eviction was requested to create a safer and more suitable living environment for [redacted], where he can be properly looked after to maintain his dignity and quality of life.

We have 63 other tenants who are effected by this situation. As a low income independent Senior's village we have along waiting list with many other desperate people seeking safe and affordable housing.

The Landlord testified that they seek to end the tenancy because since August 20, 2024 they have received multiple complaints regarding the Tenant behaviour of swearing and screaming. The Tenant also walks around inappropriately clothed. Landlord stated that the Tenant requires more assistance that they can provide, and they should be in a long-term care facility. The Landlord provided written complaints received on August 21, 2024, a complaint received on August 12, 2024, a video recording was also submitted of a door cam, which was stated to be taken on February 10, 2025, and the written complaint timeline indicates the tenant was swearing and in their undergarments.

The Landlord testified that on June 12, 2025, they receive a phone call as they were advised that the Tenant had a fire on their stove and the fire department attended. The cause was the Tenant was cooking with oil and it caught on fire. Filed in evidence is a fire report.

The advocate for the Tenant submits the only complaints the Landlord has provided were from August 2024, nearly a year ago and does not justify ending the tenancy. Further, the Tenant has never received any written warning letters from the Landlord indicated they would end their tenancy.

The advocate for the Tenant submits that the fire on June 12, 2025, was simply an accident and kitchen equipment fires are the 3rd leading causes for fires. The advocate stated that this was a onetime incident and should not justify the tenancy ending.

The Tenant testified as to the video cam, they could not get into the laundry facility as they had forgotten the code. The Tenant stated that they did ring the doorbell of the nearest neighbour in hopes to get the code; however, no one answered. The Tenant stated that they were swearing; however, not at the neighbour, it was because they were caught in the rain and getting soaking wet and frustrated.

The Tenant testified that another complaint in August 2024 was when they went to a neighbour's door and asked if they could borrow their remote control as they were trying to setup their television and their remote was not working. The Tenant stated that the neighbour rudely closed the door on them.

The Tenant testified that on the day the fire occurred, they were making French fries with oil. The Tenant stated that they put the oil on stove then had to go to the

washroom as they were taking a new medication and when they returned the oil was on fire. The Tenant stated that they tried to get the smoke alarm peeping to stop and they took the pot of oil off the stove and placed in the sink. The Tenant stated that the fire department did attend as the smoke from the opened windows had been seen by another occupant who called into 911. The Tenant stated as a result of this incident they have decided that they will no longer use any oil on the stove.

The Tenant testified that since this incident occurred, they also are receiving more support as they have the support worker come in twice a day and the nurse has been coming by daily.

Analysis

Based on the above, the testimony and evidence, and on a balance of probabilities, I find as follows:

How to end a tenancy is defined in Part 4 of the Act. Section 47(1) of the Act a landlord may end a tenancy by giving notice to end the tenancy.

In this case, I am not satisfied the Landlord has met the burden of proof. The complaints filed in evidence are nearly a year old. Further, the video provided is not from February 10, 2025, the recording date on the video is December 22, 2024, nearly eight months earlier and it does not support the fact that the Tenant was unreasonably disturbing or interfering with another occupant.

I accept the evidence of the Tenant that they had forgotten the code to the laundry facilities, clearly a stack of clothing is shown to be in the basket of their walker. While I accept the video shows the Tenant ringing the doorbell; however, the occupant did not answer the door, and the Tenant would not have known the door cam was recording them. I accept the Tenant was swearing, but not at the occupant; the Tenant was frustrated because they were caught in the rain, wet and could not access the laundry facilities, this cannot be considered an unreasonable disturbance or an interference with another occupant and in any event this is old.

Furthermore, I do not know how the Landlord can determine based on the Tenants appearance that they were not clothed correctly, the Tenant was not in their undergarments, the Tenant had a t-shirt on, a long pair of shorts, shoes, although missing a sock, the Tenant has the right to pick out their own clothing.

As for the fire that occurred on June 12, 2025; while I accept any fire can be dangerous and could be grounds to end a tenancy; however, this appears to have been a onetime accident. The Tenant had an oil fire on the stove, and the fire was out by the Tenant before the fire department arrived. Further, since this incident the Tenant has agreed not to use oil to cook and now has additional daily support.

While I accept the board society requests that the order of possession should be granted to create a safer and more suitable environment for the Tenant. However, that is not a reason for me to end the tenancy.

Based, on the above, I find it appropriate to grant the Tenant's application and cancel the One Month Notice.

As the Tenant was successful with their application, I grant the Tenant a one time rent reduction of \$100.00 to recover the cost of the filing fee.

Conclusion

The Tenant's application to cancel the One Month Notice, is dismissed granted. The Tenant is entitled to a onetime rent reduction to recover the cost of the filing fee.

The Landlord's application for an Order of Possession is dismissed.

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: August 15, 2025

Residential Tenancy Branch