



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards
Ministry of Housing and Social Development

DECISION AND REASONS

Dispute Codes: CNC, OLC, RR, FF

Introduction:

This hearing was convened upon the application of the tenant who is seeking:

1. To cancel a Notice to End Tenancy issued for cause;
2. An monetary order in the sum of \$20,473.00;
3. An order that the landlord comply with the Act;
4. An order for a rental reduction for repairs; and
5. To recover the filing fee for the cost of this application.

All parties appeared at the date and time set for the hearing and gave evidence under oath. The tenant advised that he has withdrawn his application for a rental reduction for repairs.

Background and Evidence

This tenancy began in May of 2005. The landlord says they provide notice as required by the Act to do regular inspections to maintain the property, in particular, they inspect from time to time to ensure that they do not have bedbugs in the rental building which has been a problem in the past. The landlord says they give all tenants written notice and have been able to inspect all suites save this tenant's suite.

The landlord says they have attempted to gain permission to enter the tenant's suite on numerous occasions in order to inspect for bedbugs but the tenant would not allow the pest control company in to his suite to perform the inspections. The landlord says they eventually provided the pest control company phone number to the tenant and asked him to call to arrange a suitable time directly with the company but the tenant has not done so.

The landlord said the pest control company is using a canine inspection system and it is best that as few people as possible be in the suite when the dog is brought in to perform the search. The landlord says they have been able to perform canine inspections in all other suites except this one and the conduct of this tenant is seriously jeopardizing the landlord's property and the rights of other tenants to live in a "bed bug" free building. The landlord says the tenant could stay in his suite during the inspection however the pest control inspector has advised them that this is not the ideal situation for the dog especially in the suites that are small and crowded.

The landlord said they warned the tenant several times that the inspection must be performed however the tenant has not allowed the inspection and eventually they had no option but to issue a Notice to End Tenancy for Cause.

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The landlord denies that they have entered the tenant's suite illegally. The landlord says that on one occasion the manager did enter the tenant's suite to turn off an alarm that was sounding. The landlord said the manager could not turn off the alarm but got in touch with the tenant on the telephone to advise him that his alarm was going off.

With respect to the tenant's claims of harassment the landlord says they are merely trying to use due diligence to keep bedbugs from getting into the rental building. The landlord denies that they have harassed the tenant in any way.

The landlord says that with respect to the motor-vehicle accident damage claim being made by the tenant the tenant ran into a parked car at their offices when he attended to serve papers and they cannot understand how the tenant seeks damages from them for this accident.

With respect to the storage lockers the landlord says each tenant has 1 storage locker and this tenant has three and this is not in keeping with the terms of his tenancy.

The tenant says he does not have bedbugs and he had no problem allowing the landlord into his suite to do an inspection except that the landlord and/or pest control company insisted that he leave his suite which he will not do.

With respect to his claim for \$20,473.00 the tenant says that the landlord has engaged in a program of harassment which has caused him stress, health problems, humiliation and an affront to his dignity. The tenant says that he has incurred legal fees as a result of the landlord's behavior. On this point the tenant explained that because of this matter the tenant was forced to postpone proceedings in another court and this has cost him a great deal in legal fees and interest on the legal fees he currently owes. He therefore seeks recovery of the interest and fees.

Further the tenant says that he was involved in a motor-vehicle accident when he was serving his Application for Dispute Resolution on the landlord at the landlord's offices. The tenant says the accident occurred because he was under stress as a result of this matter.

The tenant denies that his alarm went off spontaneously. The tenant says the alarm went off because the building manager entered his suite illegally and, when the alarm sounded, she did not know how to turn the alarm off. The tenant says he knows the landlord was in his suite because he left a light on which was turned off and papers in his suite which had been moved. The tenant says that due to these illegal entries into his suite he has been forced to buy a security camera system and he intends to upgrade his current system to allow for off-site storage of the video surveillance tape to ensure no one can steal the tape and this system will involve further costs. Because of the illegal entries the tenant says he is also seeking to have his suite re-keyed and an order that he does not have to supply a key to the landlord.

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The other costs sought by the tenant are for photographs and the loss of the storage lockers he uses which he estimates to have a value of \$500.00. The tenant says he has one storage locker and the permission from another tenant to use his locker. The tenant says the landlord is attempting to take the storage lockers away as another form of harassment.

One witness for the tenant said he overheard the manager referring to the tenant and his neighbor as “psychopaths”. Another witness for the tenant stated that he was visiting his friend’s apartment in the rental unit when the pest control inspected that unit and they were allowed to stay in the unit during the inspection with the dog. Another witness said he refused to leave during the inspection too and the pest control person said he could stay so long as he did not interfere with the dog.

Analysis & Findings

When a landlord issues a Notice to End Tenancy for cause the landlord has the burden of proving that they have grounds to issue the Notice. While I find that the tenant’s refusal to allow the landlord entry to the suite to be annoying and frustrating, I also find the refusal has not yet reached the proportion required to end this tenancy for cause at this time.

With respect to the rest of the application and the evidence of both parties I prefer the evidence of the landlord. I find that the landlord is complying with the Act and I do not find sufficient evidence to conclude that the landlord has entered the tenant’s suite illegally. Nor do I find any evidence to support that the tenant should have his locks re-eyed without supplying a key to the landlord.

With respect to the tenants claims for a monetary order I find that the tenant has failed in his burden of proving that the landlord should be held responsible for any of the monetary claims made, whatsoever. Further, while I find there is insufficient cause to issue the Notice to End Tenancy for cause, I also find that the tenant’s lack of cooperation led to the issuance of the Notice and I therefore see no reason to allow the tenant to recover the \$50.00 filing fee in this matter.

Conclusion

The Notice to End Tenancy is set aside with the effect that this tenancy will continue.

The tenant’s claims for monetary orders are all dismissed as is his claim for recovery of the filing fee.



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The tenant's application for an Order that the landlord comply with the Act is also dismissed.