



Dispute Resolution Services

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

DECISION

Dispute Codes: CNC

Introduction

This hearing dealt with an application by the tenant pursuant to the *Residential Tenancy Act* for an order to cancel the notice to end tenancy for cause, pursuant to Section 47. The tenancy started on February 15, 2006 and the rent is \$189.00 payable in advance on the first day of each month. Both parties attended the hearing and were given full opportunity to present evidence and make submissions. On the basis of the solemnly affirmed evidence presented at the hearing, a decision has been reached.

Issues

Does the landlord have cause to end tenancy?

Background and Evidence

The landlord testified that the notice to end tenancy for cause, dated November 24, 2008, was served on the tenant on November 24, 2008, with an effective date of December 31, 2008. The tenant applied to dispute the notice on December 01, 2008. The landlord has cited the following reasons for the notice to end tenancy:

- Tenant has seriously jeopardised the health or safety of another occupant;
- Tenant has put the landlord's property at significant risk;
- Tenant has breached a material term of the tenancy agreement that was not corrected within a reasonable time after written notice to do so.

The landlord testified that the tenant is in the habit of storing items in his apartment that have been discarded by the other tenants of the housing complex. This resulted in an infestation of bedbugs. The landlord arranged for the exterminator and advised the tenant in writing, to prepare the apartment for the treatment. The tenant failed to do so and the treatment could not be carried out effectively. The landlord made a second arrangement for the treatment to be done and the exterminator was only able to do a cursory spray, due to the extreme clutter in the apartment. The landlord also arranged at no cost to the tenant, for a rubbish removal company to assist the tenant with the

removal of items from his apartment. The landlord stated that the tenant allowed the removal of a minimum number of items and as of December 18, 2008, the rental unit was unsuitable for a proper treatment to exterminate bedbugs.

The tenant testified that since December 18, he has removed all the excess items from the apartment and does not have any bed bugs. The social worker confirmed that the tenant removed 30 boxes of items and has cleaned out the apartment. The social worker also stated that prior to December 2008, the tenant received minimal assistance from Community Living BC, but now receives support twice a week from a life skills worker and a home support worker and may be eligible to get additional assistance. The tenant stated that he fully intends to co operate with the support workers and the landlord to keep his apartment clean. The tenant also stated that he would not bring any discarded items into his apartment.

Analysis

Based on the sworn testimony of both parties, I find that the landlord acted in an appropriate manner and extended additional help to the tenant to assist the tenant in cleaning the clutter out of the apartment. When the landlord last inspected the rental unit in early December, it was unsuitable for the exterminator to carry out a treatment for bedbugs. However, since then, the tenant has complied with the terms of the tenancy agreement with regard to maintaining the premises in a clean condition and stated that he fully intends to continue to be in compliance. Accordingly, I uphold the tenant's application to cancel the notice to end tenancy.

Conclusion

The notice to end tenancy for cause is set aside and the tenancy will continue.

Dated January 08, 2009.

Dispute Resolution Officer