

# Dispute Resolution Services

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

## **DECISION AND REASONS**

**Dispute Codes:** CNC

### **Introduction**

This hearing dealt with an application by the tenant for an order to set aside a notice to end tenancy for cause. Both parties attended the hearing and had opportunity to be heard. At the hearing the landlord made an oral request for an order of possession in the event that the tenant's application was not successful.

### **Issue to be Decided**

Does the landlord have grounds to end this tenancy?

### **Background and Evidence**

The tenancy began on May 01, 2005. The rent is \$440.00 due on the first of the month.

On June 09, 2009, the tenant called the landlord to complain about the possibility of bedbugs in the rental unit. The landlord immediately called the Pest Control company to authorize them to take care of the problem. The company attempted to set up an appointment with the tenant to conduct an inspection, by leaving messages for the tenant on June 11, 15 and 16. Finally an inspection time was set up for June 17, 2009 but the tenant cancelled the appointment on the morning of June 17. On this day the landlord issued a letter to the tenant with an appointment for inspection on June 22. This letter also contained a warning that failure to comply could result in a 30 day notice to end tenancy. The inspection was conducted on June 22, 2009. The Pest Control Company confirmed the presence of bedbugs and scheduled a treatment for June 29, 2009.

On June 23, 2009, the landlord served the tenant with a letter requesting her to make preparations for the fumigation set for June 29, 2009. The letter contained specific instructions on how to prepare the suite and also carried a warning that if the tenant was not prepared and present at the time of the fumigation, the tenancy could be terminated.

On June 29, 2009, the tenant left a message for the landlord to state that she was not

ready for the fumigation and requested that it be rescheduled. The fumigation was rescheduled to July 06, 2009 and the landlord issued a 1 month notice to end tenancy for cause dated June 29, 2009. The notice was served in person on the tenant on that same date. A copy of the notice was submitted into evidence. The date shown on the notice by when the tenants must vacate the unit is July 31, 2009.

The reasons shown on the notice for its issuance is as follows:

The tenant has seriously jeopardized the health or safety of another occupant, put the landlord's property at significant risk, damaged the landlord's property, caused extraordinary damage to the property, has not done the required repairs and breached a material term of the tenancy agreement.

The landlord also stated that routine inspections of the rental suite were conducted in July 2008, October 2008 and March 2009. During these inspections, the landlord noticed that the tenant's closets were extremely cluttered and advised the tenant to remove the clutter. The landlord also found damage to doors, windows and walls.

The landlord has received complaints from other residents through the term of the tenancy regarding disturbances caused by the tenant's ex partners. One of them is extremely violent and responsible for the damage caused to the walls and doors of the rental unit. He also has a restraining order and is not permitted inside the building complex. The landlord stated that despite the order, he is often seen riding his bike inside the complex.

The other ex partner was verbally abusive to a maintenance staff person and other residents of the complex and wrote a letter of apology for an incident that occurred on April 23, 2009. The landlord stated that residents have complained about the on going disruptive behaviour of both ex partners and an instance when both were present in the rental unit at the same time and engaged in a violent altercation. The landlord has filed one letter of complaint into evidence.

The landlord has served the tenant with warning letters dated September 2007, July

2008 and April 2009 and June 2009 for the disruptive conduct of the tenant and her visitors and for having additional occupants in the rental unit.

The landlord stated that the complex residents consist of families with young children and therefore the violent behaviour of the tenant's visitors is not in keeping with the safe environment that the landlord wants to maintain in the interest of all residents.

The tenant stated that she was unable to prepare for the fumigation as her closets were extremely cluttered and therefore she needed more time to be adequately prepared. However, the tenant stated that since the fumigation, she made arrangements for the removal of the excess items accumulated over the years and is now clutter free. The tenant also described the damage to the rental unit as minor and not "trashed" as the landlord described it. The damage consisted of damage to two doors and three holes in the walls and the tenant agreed to carry out the repairs at her own expense.

The tenant stated that her ex partners have promised not to visit her and one of them recently spent 30 days in jail for non compliance. The tenant stated that she has been a good tenant and paid rent on time for most of the tenancy and would like the tenancy to continue.

### **Analysis**

In order to support the notice to end tenancy, the landlord must prove that the tenant seriously jeopardized the health and safety of another occupant and/or put the landlord's property at significant risk and/or damaged the landlord's property and/or caused damage to the unit and /or did not repair the damage and /or breached a material term of the tenancy agreement.

Based on the testimony of both parties, I find that the landlord acted in a diligent manner to address the problem of the bed bugs but the tenant did not. The tenant rescheduled two appointments for inspection and did not prepare her suite for the treatment on the appointed date for fumigation, which resulted in a further delay, thereby putting the landlord's property at risk of a bed bug infestation. The landlord also incurred the added expense of evaluating the adjacent units for bed bugs.

The tenant and/or her guests caused damage to the unit and disturbances in the complex. Other residents complained to the landlord and the tenant was given at least three warning letters, but failed to comply. Therefore, I find that the landlord has cause to end the tenancy and I uphold the notice to end tenancy.

During the hearing, the landlord made a request under section 55 of the legislation for an order of possession. Under the provisions of section 55(1), upon the request of a landlord, I must issue an order of possession when I have upheld a notice to end tenancy. Accordingly, I so order. The tenant must be served with the order of possession. Should the tenant fail to comply with the order, the order may be filed in the Supreme Court of British Columbia and enforced as an order of that Court.

### **Conclusion**

The notice to end tenancy is upheld and I grant the landlord an order of possession effective on or before 1:00 p.m. on September 30, 2009

Dated August 18, 2009.

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Dispute Resolution Officer