



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes

For the landlord OPB, OPC

For the tenant CNC, MT

Introduction

This decision deals with two applications for Dispute Resolution, one brought by the tenant and one brought by the landlords. Both files were heard together. The landlord seeks an Order of Possession for cause and an Order of Possession because the tenant breached an agreement with the landlord. The tenant has requested more time to file his application and request that the landlords One Month Notice to End Tenancy for cause is cancelled.

The landlord served the tenant with a copy of the Application and Notice of Hearing. The tenant served the landlord with a copy of the application and a Notice of the Hearing. I find that both parties were properly served pursuant to s. 89 of the *Act* with notice of this hearing.

Both parties appeared, gave testimony, were provided the opportunity to present their evidence orally, in written form, documentary form, to cross-examine the other party, and make submissions to me. On the basis of the evidence presented at the hearing I have determined:

Issues(s) to be Decided

- Is the tenant entitled to more time to file his application?
- If so has the tenant provided sufficient evidence that the Notice to End Tenancy can be cancelled?
- Has the landlord provided sufficient evidence on either Notice that will ensure an Order of Possession can be issued?

Background and Evidence

This tenancy started on September 01, 2006. The tenant pays a contribution towards his rent of \$293.00 per month.

The landlord issued the tenant with a One Month Notice to End Tenancy on June 29, 2009; this was to take effect on July 31, 2009. The tenant had 10 days to dispute this Notice or the tenancy would end. The tenant did not dispute this Notice until August 20, 2009. The tenant has requested to be allowed more time to file his application.

The landlords' property manager states that the tenant has seriously jeopardized the health, safety or lawful right of another occupant of the landlord and is in breach of a material term of the tenancy agreement which he has not corrected within a reasonable time after written notice to do so. The landlord states that the tenants' room is in a filthy state and is infested with bedbugs. The landlord contacted a pest control company who have made at least 19 attempts to treat the tenants unit. On these occasions the tenant has not prepared his unit in the correct manner or has not allowed the pest control operator's access to his unit. The building manager states that she has provided the tenant with both written and verbal information about how to prepare his unit for treatment but the tenant has not done so. The building supervisor states that on the few occasions they have managed to treat the tenants unit he is informed he must stay out of the unit for eight hours after treatment but they have found the tenant has returned to his room and have concerns about the chemical exposure to the tenants' health.

The landlords building manager states that the other units on the 12th floor have also become infected and they are now having trouble containing the bedbugs due to the tenants unit remaining untreated. The landlord has had to transfer two other tenants to an adjacent building due to this ongoing problem. The building manager states that the tenant is in breach of his tenancy agreement section 15b which states that a tenant must maintain reasonable health, cleanliness and sanitary standards throughout the rental unit.

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The tenant disputes the landlords' allegations and states that he was sick when the building manager asked him to clean his unit. He states that he now cleans it twice a week. The landlords building manager states that on her most recent visit the unit was still in an unclean state and the bedbug infestation were still in evidence.

Analysis

Section 47(4) of the Act states, that **within 10 days of receiving** a Notice to End Tenancy for cause, a tenant must apply for Dispute Resolution. If a tenant fails to do so, then under section 47(5) of the Act, they are conclusively presumed to have accepted that the tenancy ends on the effective date of the Notice and must vacate the rental unit at that time.

The tenant filed his application on August 20, 2009. Section 66(3) of the Act says that the director may not extend the time for a tenant to apply to cancel a Notice to End Tenancy later than the effective date of the Notice. The effective date of the Notice in this case was July 31, 2009. As the tenant filed his application after the effective date of the Notice, his application for an extension to apply to cancel the Notice is dismissed.

Under the *Residential Tenancy Act* a tenant is responsible to maintain "reasonable health, cleanliness and sanitary standards" throughout the premises. In this case it is my decision that the landlords have shown that the tenant failed to meet the "reasonable" standard of cleanliness required and this has created additional problems with the bedbug infestation. The landlords have also shown that the tenant has not taken the required steps to prepare his room correctly to enable the pest control operator's access to his room to help eradicate the bedbugs and the problem has spread to other units on the 12th floor. Therefore, I find the landlord has shown sufficient evidence that the One Month Notice to End Tenancy can be upheld and pursuant to Section 55, I have issued an order of possession to take effect on October 15, 2009.



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Conclusion

An Order of Possession has been issued to the landlord. A copy of the Orders must be served on the tenant and the tenant must vacate the rental unit **on or before October 15, 2009**. The Order of Possession may be enforced in 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: October 02, 2009.

Dispute Resolution Officer