



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes CNC

Introduction

This hearing dealt with an Application for Dispute Resolution by the tenant to cancel the One Month Notice to End Tenancy for Cause.

The tenant served the landlord in person on November 13, 2009 with a copy of the Application and Notice of Hearing. I find that the landlord was properly served pursuant to s. 89 of the *Act* with notice of this hearing.

Both parties appeared, gave affirmed 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 solemnly affirmed evidence presented at the hearing I have determined:

Issues(s) to be Decided

Should the notice to end tenancy for cause be cancelled?

Background and Evidence

This tenancy started on April 01, 1992. The tenant pays rent of \$479.00 which is due on the 1st of each month. The landlord has had ongoing issues with the tenants' ability to maintain his unit in a healthy, clean and sanitary condition. They have issued him with breach letters with regard to these conditions and have, over the years, tried to support the tenant to be successful in his tenancy. The landlord feels the tenant has not taken responsibility in maintaining his unit and therefore continues to put himself and his neighbours at risk.

Residential Tenancy Branch
Ministry of Housing and Social Development

The landlords testify that the unit is unclean with a strong smell of urine coming from the unit, there are also unsanitary flooring surfaces and bedbugs. The landlords' health coordinator has visited the tenant with regards to some of these issues and referred the tenant to Burnaby Home Health support services. However these services were cancelled as the tenant did not comply with their requirements. The landlord states that the tenant did not prepare his unit for bedbug treatment.

The tenants' representative states that the tenant suffered from a stroke which has made it difficult for him to keep his unit clean and sanitary. The tenant now has a cleaning lady who comes in to clean his unit, the tenants' furniture infested with bedbugs will be replaced and his clothes will be laundered correctly to help eradicate the bedbug problem.

The tenants' representative and the landlord agreed that the landlord is entitled to an Order of Possession for cause and have also agreed that this will be effective from March 31, 2010 to give the tenant time to deal with the hygiene issues in his rental unit. If the tenant has made improvements by March 31, 2010 then the landlords will not serve him with the Order of Possession. This agreement has been reached by both parties.

Analysis

The tenant does not dispute that he has had difficulty compiling with section 32(2) of the Act which states:

32 (2), a tenant must maintain reasonable health, cleanliness and sanitary standards throughout the rental unit and the other residential property to which the tenant has access.

Therefore, I find the landlord is entitled to an Order of Possession based on the reasons given in the One Month Notice to End Tenancy for cause dated October 30, 2009.

However, both parties have also reached an agreement that the tenant has until March 31, 2010 to comply with section 32 of the Act and ensure his rental unit is maintained to a reasonable



Dispute Resolution Services

Page: 3

Residential Tenancy Branch
Ministry of Housing and Social Development

standard of health, cleanliness and sanitary standards. If the tenant does not comply with this agreement then the landlords will serve him the Order of Possession issued at today's hearing.

Conclusion

The tenant's application is dismissed. The One Month Notice to End Tenancy for Cause will remain in force and effect.

I HEREBY ISSUE an Order of Possession in favour of the landlord effective on March 31, 2010. This order must be served on the tenant and may be filed in the Supreme Court and enforced as an order of that Court.

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: December 16, 2009.

Dispute Resolution Officer