

## DECISION

Dispute Codes      CNC FF

### Introduction

This hearing dealt with an Application for Dispute Resolution by the Tenant to obtain an Order to cancel a notice to end tenancy for cause and recover the cost of the filing fee from the Landlord for this application.

Service of the hearing documents, by the Tenant to the Landlord, was done in accordance with section 89 of the *Act*, sent via registered mail on March 4, 2010. The Landlord confirmed receipt of the hearing package.

The Landlord, Landlord's Community Worker, Maintenance Supervisor, Landlord's Witness, and the Tenant appeared, acknowledged receipt of evidence submitted by the other, gave affirmed testimony, were provided the opportunity to present their evidence orally, in writing, and in documentary form.

### Issues(s) to be Decided

Is the Tenant entitled to an Order to Cancel a 1 Month Notice to End Tenancy for Cause under section 47 of the *Residential Tenancy Act*?

### Background and Evidence

The month to month tenancy began on June 15, 1986. The current monthly rent is payable on the first of each month in the amount of \$607.00 and the Tenant paid a security deposit in the amount of \$115.00 on approximately June 15, 1986.

The Community Worker testified and confirmed the 1 Month Notice to End Tenancy (Notice) for Cause was issued and served to the Tenant on February 23, 2010, when she posted it to the Tenant's door in the presence of a witness.

The Landlord advised the Notice was issued after several attempts to have the Tenant cooperate with the Landlord's pest control program. The Landlord referred to their 76 pages of documentary evidence and photographs while testifying to the following events which lead up to the issuance of the notice.

November 25, 2009 the building was inspected and the Tenant was informed by the Maintenance Manager of the bed bug infestation in the apartment next door to the Tenant's rental unit.

December 15, 2009 The Tenant signed the maintenance request form providing permission for the pest control company to enter his rental unit on December 18, 2009. Page 62 of the Landlord's evidence is a copy of the document provided to the Tenant which states the Tenant's suite was not prepared and the pest control company needs to treat the unit again "ASAP"

January 13, 2010 the Tenant was advised to have his suite ready for pest control treatment on January 21, 2010. The Tenant refused the pest control company entrance to his suite and was issued a "breach" letter by the Landlord on January 21, 2010 as supported by the Landlord's evidence page 57. The letter supports the Landlord's testimony that they offered the Tenant assistance in preparing his unit.

January 26, 2010 (page 50 of Landlord's evidence) the Landlord issued the Tenant a second opportunity to comply with the Landlord's pest control treatment scheduled for February 4, 2010, and again offering the Tenant staff to assist the Tenant in preparing his unit. The Tenant did not allow the pest control company to enter and treat his suite on February 4, 2010.

February 10, 2010 (page 46 of Landlord's evidence) the Landlord issued the Tenant a final opportunity to comply and scheduled the pest control company to attend the Tenant's rental unit on February 16, 2010 and the Tenant refused entry again.

February 23, 2010 (page 42 of Landlord's evidence) the Landlord issued the Tenant a Notice to End Tenancy for Cause effective March 31, 2010, along with a cover letter listing the sections of the *Residential Tenancy Act* that the Tenant has breach.

The Tenant testified and confirmed the Landlord's testimony that he has prevented the pest control company from entering his rental unit. The Tenant stated that he refused the Landlord's offers to assist him in preparing his suite. The Tenant confirmed that there is a common wall and air space between his rental unit and the rental unit that was infested with bed bugs.

The Tenant argued that he had agreed to the initial treatment and felt he did not require additional treatments because he has not seen any presence of bed bugs in his rental unit and he has "prepared his rental unit" to prevent an infestation in his unit. The Tenant argued he had a beg bug infestation in approximately 2005 so he taught himself how to prepare his suite to prevent another infestation.

The Tenant argued that he has knowledge that the pest control company hired by the Landlord is not applying the pesticide in accordance with the manufacturer's guidelines and that this pesticide is not recommended by the local health authority. The Tenant confirmed that he did not provide evidence in support of this testimony.

The Maintenance Manager referred to page 34 of the Landlord's evidence to support that the pest control company is using a recognized pesticide and their preparations for the suites is in compliance with the recommendations of the manufacturer.

The Landlord's Witness testified that he is a licensed pesticide applicator and provided his license number. The Witness stated that he has provided treatment for bed bugs for six or seven years now, and confirmed that he is the owner of the pest control company currently hired by the Landlord. The Witness confirmed that the current treatment program has been adopted by housing and health agencies in B.C. and involves treating the suites directly above, below, and on either side of the infested unit with an

initial treatment and then one follow-up treatment two weeks later. The Witness confirmed that he attended the Tenant's rental unit on December 18, 2009 and did an emergency treatment however the suite was not properly prepared. The Witness argued that he has not been allowed into the Tenant's rental unit since the first treatment on December 18, 2009.

The Landlord argued that he would prefer that the Tenant agree to accept the Landlord's assistance to prepare his rental unit and the Tenant allow future treatments of his rental unit however failing such an agreement the Landlord stated that he would need to proceed with evicting the Tenant and requested an Order of Possession.

After a few opportunities to consider the Landlord's offer of assistance and to seek agreement for treatment of the rental unit the Tenant continued to refuse access to his rental unit for the treatment of bed bugs.

### Analysis

All of the testimony and documentary evidence was carefully considered.

Section 47 of the Act provides that a landlord may end a tenancy by giving notice to end the tenancy if the tenant or a person permitted on the residential property by the tenant has significantly interfered with or unreasonably disturbed another occupant or the landlord of the residential property, or seriously jeopardized the health or safety or a lawful right or interest of the landlord or another occupant, or put the landlord's property at significant risk; or the tenant has not corrected the situation within a reasonable time after the landlord gives written notice to do so.

Upon review of the 1 Month Notice to End Tenancy for cause dated February 23, 2010, I find the Notice to be completed in accordance with the requirements of the Act and I find that it was served upon the Tenant in a manner that complies with the Act. Upon

consideration of all the evidence presented to me, I find the Landlord had valid reasons for issuing the Notice therefore I dismiss the Tenant's application to cancel the Notice.

I decline to award recovery of the filing fee as the Tenant's application has been dismissed.

Section 55 of the Act provides that an Order of Possession must be provided to a Landlord if a Tenant's request to dispute a Notice to End Tenancy is dismissed and the Landlord makes an oral request for an Order of Possession during the scheduled hearing.

#### Conclusion

I HEREBY FIND that the Landlord is entitled to an Order of Possession effective **March 31, 2010 at 1:00 p.m. after service on the Tenant.** This order must be served on the Respondent 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: March 19, 2010.

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Dispute Resolution Officer