

DECISION

Dispute Codes

CNC, MNDC, ER, LRE

Introduction

This is the Tenant's application to cancel a Notice to End Tenancy for Cause issued April 21, 2010; for a Monetary Order for damage or loss; for an Order that the Landlord make emergency repairs; and for an Order suspending or setting restrictions on the Landlord's right to enter the rental unit.

I reviewed the documentary evidence provided by the Landlord prior to the Hearing. The Tenant did not provide any documentary evidence. Both parties attended and gave affirmed testimony and the matter proceeded on its merits.

Issues to be Determined:

- Should the Notice to End Tenancy for Cause be cancelled?
- Is the Tenant entitled to compensation under Section 67 of the Residential Tenancy Act (the "Act")?
- Should the Landlord be ordered to make emergency repairs?
- Should the Landlord's access to the rental unit be restricted, or suspended?

Background and Evidence

The Tenant received the Landlord's Notice to End Tenancy for Cause (the "Notice") on April 21, 2010, and filed an application to cancel the Notice on April 26, 2010.

The rental unit is situated in a building that houses senior citizens. There are a total of 117 apartments in the building.

The Landlord's agents gave the following testimony and documentary evidence:

The Landlord's agents testified that in August, 2009, other residents at the rental property advised the Landlord's agents that there were bed bugs in their apartments. The pest control company advised that Landlord that there were indications that the infestation had been present for a few months.

The Landlord's agents testified that they provided the Tenant with written instructions of the proper procedures for preparation of the suite prior to and after the pest company fumigated against bed bugs.

Between August 18, 2009 and April 9, 2010, the Tenant's suite was treated four times for bed bug infestations. Before each treatment, the Tenant was provided with written instructions on how to prepare for the treatments, and what steps to take after the treatment. The Landlord's agents testified that the written instructions also advised the Tenant of the importance of following the procedures, and the consequences if they were not followed. The Landlord also advised the Tenant that management could assist him in preparations, if the Tenant did not have the support of family. The Landlord's agents testified that the Tenant did not cooperate with the instructions. Therefore, although the Landlord does not allege that the Tenant was responsible for bringing the bed bugs into the rental property, his refusal to follow the instructions made it necessary to repeat the treatments and put the other residents' health at risk.

The Landlord provided copies of written notices provided to the Tenant for each of the treatments.

The Landlord's agent testified that the Tenant had guests who accessed the rental property when the Tenant was not there, and caused disturbances. The Landlord provided a copy of a "Tenant Complaint" dated March 24, 2010.

The Tenant gave the following testimony:

The Tenant stated that he had never seen bed bugs before the first infestation and he was not aware of what they were. He stated that the bed bug problem was the Landlord's problem. He testified that when he found out about the bed bugs he notified the Landlord.

The Tenant testified that he did not know anything about his guests disturbing other residents and that the noise did not come from his suite, but rather a neighbour's suite.

The Tenant testified that the toilet lever in his suite did not work properly for months, but the Landlord finally fixed it.

The Tenant testified that the Landlord removed his bed and couch, and replaced them with another bed and couch. The Tenant is seeking compensation for the loss of his bed and couch, in the amount of \$900.00.

The Tenant testified that the Landlord entered his suite on two occasions when he wasn't there, without his knowledge or consent.

Analysis

The Landlord provided copies of the following instruction letters (including notice that the Landlord required access to the Tenant's suite):

1. dated August 10, 2009;
2. dated October 16, 2009;
3. dated November 3, 2009;
4. dated November 11, 2009;
5. undated letter for March 11, 2010 inspection;
6. dated April 6, 2010; and
7. dated April 19, 2010.

The Landlord also provided the following documentary evidence:

1. a report from the pest control company dated October 13, 2009; and
2. a warning letter to the Tenant dated March 24, 2010.

The Tenant provided no documentary evidence in support of his claim.

The Tenant was belligerent and argumentative during the Hearing. Despite my attempts to question him regarding his claim for compensation and the orders he sought, he did not provide me with any testimony to support his claims. For example, when asked to give testimony with respect to why the Notice should be cancelled, he stated that it was a “stupid question”.

The Tenant provided insufficient evidence with respect to his application for compensation in the amount of \$900.00, or his application for an Order restricting or setting restrictions on the Landlord’s right to enter the rental unit. The Tenant provided no evidence with respect to his application for an Order for emergency repairs. Therefore his application with respect to these matters is dismissed.

Based on the testimony and documentary evidence provided by the Landlord, and the lack of evidence from the Tenant, I find that the Tenant seriously jeopardized the health of other occupants in the building by repeatedly failing to comply with the instructions provided to him, and therefore I am satisfied that the Landlord has proven cause to end the tenancy.

At the Hearing, the Landlord’s agents requested an Order for Possession. The Notice was effective May 31, 2010, and the Landlord would be entitled to an Order of Possession effective 2 days after service on the Tenant. However, the Landlord’s agent asked that the Order be effective June 30, 2010, in order to allow the Tenant more time to find alternative accommodation.

Conclusion

The Tenant's application is dismissed in its entirety.

I hereby grant the Landlord an Order of Possession **1:00 p.m., June 30, 2010**. This Order must be served on the Tenant and may be filed in the Supreme Court of British Columbia 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: June 14, 2010