



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Housing and Social Development

## **DECISION**

### Dispute Codes:

CNC

### Introduction

The tenant submitted an Application to cancel a Notice ending tenancy for cause.

Both parties were present at the hearing. At the start of the hearing I introduced myself and the participants. The hearing process was explained, evidence was reviewed and the parties were provided with an opportunity to ask questions about the hearing process. They were provided with the opportunity to submit documentary evidence prior to this hearing, all of which has been reviewed, to present affirmed oral testimony and to make submissions during the hearing.

### Issue(s) to be Decided

Should the 1 Month Notice ending tenancy for cause issued on September 24, 2010, be cancelled?

### Preliminary Matter

At the start of the hearing the tenant indicated that she had a witness present. This witness removed himself from the hearing until he was required to testify. Upon reentering the hearing the witness indicated he was also an advocate for the tenant; this was not raised by the tenant at the start of the hearing.

### Background and Evidence

The tenancy commenced in April 2009. The tenant rents a room in a single occupancy building of 28 units. The rental unit is operated by a non-profit society that assists women and is funded by B.C. Housing.

The landlord and the tenant agree that a 1 Month Notice to End Tenancy for Cause was served on the tenant indicating that the tenant was required to vacate the rental unit on October 25, 2010. The reasons stated for the Notice to End Tenancy were that the tenant or a person permitted on the property by the tenant has significantly interfered with or unreasonably disturbed another occupant or the landlord; seriously jeopardized

the health or safety or lawful interest of another occupant or the landlord and put the landlord's property at significant risk.

The landlord testified that B.C. Housing sets the standard expected in relation to bed bug control as part of the contract for the housing units. The funder, B.C. Housing requires that the landlord keep the rental units bed bug-free. The landlord uses a pest control company recommended by B.C. Housing. Inspections of every unit occur on a monthly basis. Those units requiring treatment are given written Notice of entry and treatment preparation sheets. Two weeks after treatment notice is again given to tenants to allow the pest control company entry for a follow-up inspection.

The landlord presented the following evidence and arguments to support the Notice to End Tenancy for Cause:

- The tenant has repeatedly refused entry to her unit for routine, monthly inspections for bed bugs when notice is given in writing;
- That from February 26, 2010 to August 28, 2010, the tenant refused the pest control company access for inspection on 5 occasions;
- That on January 4, 2010 and July 22, 2010, the tenant's room was inspected as the tenant was absent and bed bugs were found in the unit;
- That on January 22, 2010 and September 24, 2010, the pest control company could not properly inspect the unit due to excessive clutter in the room;
- That on February 25, 2010, the tenant was given proper Notice of entry for repair work and that the tenant refused entry;
- That the construction workers attempted to enter again, after notice was given, on March 8, and could not enter and that notice was given for the next day and that entry was made as the tenant was not home;
- That every other time the landlord has given notice of entry the tenant has remained in her room and blocked the door with furniture and the only time entry has succeeded was the result of the absence of the tenant;
- That the tenant's unit is so cluttered that it poses a health risk and that despite repeated requests made over the past year that she clean her unit she has not done so;
- That on October 6, 2010, a Legal Notice was issued by the City of Vancouver Permits and Licenses Department, District Property Use Inspector directing the tenant to immediately clean up her room; and
- That to date the tenant's room has not been cleaned.

The landlord indicated that their job is to house women and that they are willing to assist the tenant in locating other housing that is more suited to her needs.

The tenant submitted that she has allergies and cannot tolerate bed bug spray. The tenant was unable to obtain medical proof of her allergies for submission at this hearing.

The tenant did not respond to the landlord's submission in relation to her blocking her door and refusing access, other than to submit that she cannot tolerate pest treatment products. The tenant has attempted to clean her room but agreed that it is cluttered.

The tenant's witness stated that he has been in the tenant's unit on approximately 10 occasions and has never seen bed bugs in the unit. He stated that the unit is messy and he has been helping the tenant to clean. The witness confirmed that the tenant has a medical condition that would be adversely affected by bed bug treatments.

The tenant stated she wishes to move to a location outside of the downtown core; the landlord is willing to assist her as best they can. The parties were not able to reach a settled agreement.

### Analysis

After considering all of the written and oral evidence submitted at this hearing, I find that the landlord has provided sufficient evidence to show that the tenant has significantly interfered with the lawful right of the landlord. In reaching this conclusion I considered the evidence and undisputed testimony that the tenant has failed to allow the landlord access to the rental unit after being given proper notice, as provided by the Act.

Even if the tenant has allergies to the bed bug treatments, she has not cooperated to the point where the professional pest control company can establish if there are bed bugs in her unit. On 2 occasions bugs were found and the tenant continued to block access to her unit; thus thwarting the landlord's legal right to enter. I find that denial of access by the tenant places the other occupants at potential risk and undermines the attempts of other occupants who comply with inspection and treatment requirements.

There is no evidence before me that the tenant took any steps to establish an alternative should her unit require treatment; she simply blocked her door and refused the landlord access.

The tenant also delayed required repair work to her unit and that work was only able to be completed as the tenant happened to be absent on one occasion when notice had been given for entry by the workers.

Therefore, based on the evidence before me and the tenant's failure to allow the landlord to exercise their lawful right of entry for a reasonable purpose, I find that the Notice issued on September 24, 2010, is of full force and effect. Section 53 of the Act allows the effective date of a Notice to be changed to the earliest date upon which the Notice complies with the Act; therefore, I find that the Notice effective date is changed to October 31, 2010.

Section 55(1) of the Act provides:

**55** (1) If a tenant makes an application for dispute resolution to dispute a landlord's notice to end a tenancy, the director must grant an order of possession of the rental unit to the landlord if, at the time scheduled for the hearing,

(a) the landlord makes an oral request for an order of possession,  
and

(b) the director dismisses the tenant's application or upholds the landlord's notice.

I have dismissed the tenant's Application to cancel the Notice; however, the landlord did not request an Order of possession.

### Conclusion

I have determined that the landlord has submitted sufficient evidence to establish that they have grounds to end this tenancy pursuant to section 47 of the Act. The Notice is of full force and effect.

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: November 03, 2010.

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Dispute Resolution Officer