

DECISION

Dispute Codes OPC

Introduction

This was an application by the landlord for an order for possession. The hearing was conducted by conference call. The named representatives of the landlord called in and participated. The tenant called in and he was represented by an advocate.

Issue(s) to be Decided

Is the landlord entitled to an order for possession?

Background and Evidence

The rental unit is a room in a single room occupancy hotel in Vancouver. The tenancy began in or about 2003. The current landlord took over the management of the rental property approximately four years ago.

The landlord's representative testified that in July the tenant contacted the landlord to report bedbugs in his rental unit. The landlord arranged for treatment of the tenant's unit, but when the pest control technician attended the room was disorganized, messy, crowded with belongings and unsuitable for treatment. The landlord has given the tenant several letters to clean up and prepare his room for treatment. The landlord submitted photographs of the rental unit taken on August 26th and on October 3, 2011. The pictures show a crowded and unkempt living space with a significant amount of trash and litter, plastic bags and loose clothing strewn about. There is no apparent change in the condition of the rental unit as shown in the October pictures when compared with the pictures taken in August. The landlord has complaints about pests from tenants in adjacent rental units. The landlord testified that the rental unit is the probable source for pests found in neighbouring units. The landlord served the tenant with a one month Notice to End Tenancy dated August 26, 2011. The Notice was served by posting it to the door of the rental unit.

The tenant denied receiving the Notice. He said that he received a 10 day Notice to End Tenancy for unpaid rent on September 2nd but said that he was not aware of any other Notice. He said that Notices are often removed from his door. He said that he knew this because he has posted his own notices with messages intended for the building management and they have been removed.

The tenant and his advocate submitted that the landlord has an obligation to assist the tenant in preparing for pest treatment. It was submitted that the landlord refused to provide the tenant with secure storage for some his possessions so as to facilitate the pest treatment.

The landlord's representatives testified that well after the 10 Day Notice to End Tenancy had been cancelled by the tenant's rent payment made within five days of receiving the Notice, he still was asking about the landlord's intentions with respect to his eviction. They submitted that this showed that the tenant had received and was aware of the one month Notice to End Tenancy. Before the Notice to End Tenancy was served the landlord gave the tenant several letters including a warning that his tenancy would be terminated if he did not prepare the room for pest control treatment.

The landlord's representative testified that the landlord offered the tenant help to clean up the rental unit but it was declined. The landlord does not acknowledge that it has any obligation to provide the tenant with secure storage and in any event the landlord's representative said that there are no significant items in the rental unit that need to be stored; it just needs to be cleaned up so that pest treatment can proceed. The condition of the rental unit has not changed from July to the latest inspection in October.

Analysis and conclusion

The landlord has provided proof that the tenant was served with the Notice to End Tenancy by posting to his door on August 26, 2011. At the hearing the tenant was equivocal about receipt of the Notice. I did not find his denial of receipt to be credible; bearing in mind that after the Notice for unpaid rent had been dealt with the tenant still queried the landlord about its plans to evict him.

The tenant has received a number of requests to prepare the unit for treatment. The landlord's evidence is that surrounding units have now become affected. The tenant has taken no steps over a period of some three months to comply with the requests. I find that the landlord has demonstrated ample cause to end the tenancy and, having not disputed the Notice to End Tenancy within the time provided by the Notice, the tenant is conclusively presumed to have accepted that the tenancy ended on the effective date of

the Notice to End Tenancy, which was September 30, 2011. I grant the landlord an order for possession effective two days after service on the tenant. This order may be registered 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: October 14, 2011.

Residential Tenancy Branch