



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, FF

Introduction

This hearing dealt with an application by the tenant seeking to set aside a One Month Notice to End Tenancy for Cause. Both parties participated in the conference call hearing. Both parties gave affirmed evidence.

Issues to be Decided

Is the tenant entitled to have the Notice set aside?

Background and Evidence

The tenancy began on or about June 1, 2007. Rent in the amount of \$440.00 is payable in advance on the first day of each month.

The landlord gave the following testimony; the landlord issued a Notice on October 27, 2011 with an effective date of November 30, 2011, the landlord has given warning letters to the tenant to maintain their unit in a reasonably clean and sanitary state since March 6, 2009, a cockroach infestation has been a recurring problem in the subject unit since 2009, the landlord has made multiple attempts to treat the problem and have the tenant maintain the unit in a more sanitary state however the tenant will often restrict or outright deny access for inspections and bug treatments and will often ask for an extension of time to clean her unit, the landlord has received complaints from other tenant's in the building that bugs are now infesting their unit, and during the hearing the landlord requested an order of possession effective at 1:00pm on December 31, 2011.

The tenant gave the following testimony; does not dispute that her unit has had bug issues since 2009 or that she has had problems keeping the unit clean, she stated that due to health issues and focusing on trying to get her feet under her at work she neglected cleaning her unit and would sometimes restrict access when she wasn't feeling well, and promised that in the future she would keep the unit much cleaner if given the chance.

Analysis

Although the tenant's intention for the future would be to keep the unit clean, the tenant has shown a definite and prolonged pattern of non-compliance of requests made by the landlords for sanitary inspections and bug treatments. The tenant had up until today's hearing to remedy the situation as the landlord offered one final inspection earlier on this date. The tenant failed to meet the cleanliness standards as required and outlined by the landlord.

I accept the landlord's testimony and the documentary evidence provided. I find that the tenant was served with a notice to end tenancy. Based on the above facts I find that the landlord is entitled to an order of possession. The tenant must be served with the order of possession. Should the tenant fail to comply with the order, the order may be filed in the Supreme Court of British Columbia and enforced as an order of that Court.

The One Month Notice to End Tenancy for Cause dated October 27, 2011 remains in full effect and force.

Conclusion

The tenant's application is dismissed.

The landlord is granted an order of possession.

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 28, 2011.

Residential Tenancy Branch