



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 to cancel a notice to end tenancy for cause. The tenant and an agent for the landlord participated in the teleconference hearing.

The tenant submitted evidence that he served on the landlord by putting it under the door of the office in his rental building. The landlord stated that he had not received the tenant's evidence. As the landlord did not receive the evidence and the tenant did not serve the evidence in one of the ways permitted under the Act, I did not admit or consider that evidence.

I have reviewed all evidence before me that met the requirements of the rules of procedure. However, only the evidence relevant to the issues and findings in this matter are described in this decision.

Issue(s) to be Decided

Is the notice to end tenancy valid?

Background and Evidence

On January 24, 2012 the landlord served the tenant a notice to end tenancy for cause. The notice cited the reasons for ending the tenancy as follows: (1) the tenant has seriously jeopardized the health or safety or lawful right of another occupant or the landlord; (2) the tenant has put the landlord's property at significant risk; and (3) the tenant has breached a material term of the tenancy agreement that was not corrected within a reasonable time after written notice to do so.

Landlord's Evidence

There has been an ongoing issue with an infestation of bedbugs that appears to be concentrated around the tenant's rental unit.

The unit was first treated for bedbugs in October and November 2009. The pest control invoices note, in part, "emergency treatment for bedbugs in [rental unit] – cluttered and seriously infested with bedbugs" and "discard infested sofa, declutter."

On November 19, 2009, the landlord gave the tenant a warning letter, in which the landlord stated that the tenant had been very negligent in maintaining the cleanliness and sanitary standards in his rental unit, and recommended that the tenant hire a professional cleaning service to bring the suite up to health and safety standards.

Several rental units were inspected for bedbugs on October 14, 2011. The pest control invoice noted visual evidence of bedbugs on the tenant's bedding. Other than the rental unit, the only other location where the pest company detected the presence of bedbugs was in the hallway and door area outside the rental unit next door, unit 206. The landlord treated the tenant's rental unit and unit 206 for bedbugs on October 21, 2011.

On January 5, 2012, the landlord treated the rental unit and the unit on the other side, unit 208. The notes on the invoice indicate that the rental unit was not prepared for treatment, as closets and drawers were full, there was clutter, the baseboards were not clear and outlet covers were not removed. The pest control company conducted further treatment of the rental unit on January 12, 2012 and found once again that preparation of the rental unit was not complete. The pest control company indicated that heat treatment of the rental unit may be necessary.

The landlord submitted letters of complaint from the tenants in the two adjacent units, 206 and 208. In their letters, the neighbouring tenants expressed their concerns about the bedbugs and the negative impact of the bedbugs on their tenancies.

The landlord stated in the hearing that the tenant has never reported bedbugs, and from the appearance of the tenant's apartment, it appears the tenant is a hoarder. Nothing has changed in two years, the tenant refuses to admit his apartment is seriously affected, and he refuses to clean up. The landlord will now have to do extensive work to completely eliminate the bedbug problem in the rental unit. The landlord has to consider the other 41 tenants in the building.

The landlord orally requested an order of possession in the hearing, but stated that he would be willing to have the effective date of the order set for March 15, 2012 rather than February 29, 2012.

Tenant's response

The tenant has lived in the rental unit for over 10 years now. From May 2006 to December 2007 the landlord was carrying out repairs to the balconies, and the tenant's rental unit became somewhat cluttered with all of the items he had to bring in. Then the landlord carried out further repairs to the building from September 2009 to July 2010, and the tenant again had to bring his possessions in from the balconies. As a result of the building repairs, a portion of the ceiling in the rental unit collapsed, and the tenant had to move some of his belongings out from under that part of the ceiling. The tenant had to live like a hoarder because of the balcony and ceiling issues.

The tenant submitted that nobody knows where bedbugs come from. The landlord lost an attempt to increase the rent by 42 percent, and now they are trying to evict the tenant to increase the rent. The tenant has a cleaning person come in once a month. He is not the neatest person, but clutter doesn't cause bugs. The suite is 35 years old, and everything is original and not upgraded.

The tenant attempted to prepare before the bedbug treatments. He had everything cleaned and bleached, and he got rid of some of the clutter. The tenant acknowledged that he has a lot of shoes, a lot of items in drawers, and a piano. The tenant has never gotten bitten by bedbugs.

Analysis

Upon consideration of the evidence, I find that the notice to end tenancy is valid. When the tenant did not address the clutter issues in his rental unit and repeatedly failed to prepare the unit for bedbug treatment, he put the landlord's property at risk and jeopardized the health or safety of other occupants. The problem has been ongoing for more than two years, and the tenant was warned that he needed to correct the problem.

As the notice to end tenancy is valid and the landlord orally requested an order of possession, I must grant an order of possession.

As the tenant's application was not successful, he is not entitled to recovery of his filing fee for the cost of the application.

Conclusion

The tenant's application is dismissed.

I grant the landlord an order of possession effective March 15, 2012. 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.

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: February 27, 2012.

Residential Tenancy Branch