



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: CNC OPC

Introduction

This hearing dealt with an application by the tenant pursuant to the *Residential Tenancy Act* (the Act) for orders as follows:

- a) To cancel a notice to end tenancy for cause pursuant to section 47;

Service:

The Notice to End Tenancy is dated June 6, 2013 to be effective July 6, 2013. The effective date on the Notice is automatically corrected to July 31, 2013 pursuant to section 53 of the *Residential Tenancy Act* as a one month Notice to End Tenancy for cause must give a full month's notice and end the tenancy on the day before the day in the month that rent is payable under the tenancy agreement. The Notice to End Tenancy was served personally on June 6, 2013. The tenant /applicant gave evidence that they served the Application for Dispute Resolution on June 11, 2013 by registered mail. It was verified online as successfully delivered.

Issue(s) to be Decided:

Has the landlord proved on the balance of probabilities that there is sufficient cause to end the tenancy or has the tenant demonstrated that the notice to end tenancy for cause should be set aside and the tenancy reinstated? Is the landlord entitled to an Order of Possession if the tenant is unsuccessful in the application?

Background and Evidence

The landlord did not attend the hearing although served with the Application/Notice of Hearing. The tenant was given opportunity to be heard, to provide evidence and to make submissions. The undisputed evidence is that the landlord served a Notice to End Tenancy as the tenant had put the landlord's property at significant risk.

The tenant states that the Notice should be set aside. She said it was based on some bed bugs being found in their unit. She said that the landlord consistently came to inspect and also had a pest control company enter to spray without any notice to the tenants. She said that the pest control company had sprayed on May 9, on May 23 and on June 6, 2013 and the tenants could not see any evidence of bed bugs now. Either

the landlord or the pest control company had left sticky pads on their floors and were to come back on June 23rd to inspect and remove them but nothing has been done although they called the landlord and the company.

Included with the evidence is a copy of the Notice to End Tenancy and some written statements of the tenants. On the basis of the documentary and solemnly sworn evidence presented for the hearing, a decision has been reached.

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Analysis:

The onus is on the landlord to prove on a balance of probabilities that they have good cause to evict the tenant. I find the landlord has not satisfied the onus as they did not attend the hearing to support with reasons their Notice to End Tenancy and they supplied no documentary evidence in support.

I find the evidence of the tenant credible that they had one instance of bed bugs which have now been eradicated and that this is not sufficient reason to end their tenancy. Based on this evidence, I set aside the Notice to End Tenancy dated June 6, 2013.

Furthermore, based on the tenant's evidence, I find that the landlord is not conforming to section 29 of the Act and is not giving the tenants at least 24 hours notice of entry and has neglected to remove sticky pads which remain on their floor causing them inconvenience.

Conclusion:

I HEREBY ORDER THAT the Notice to End Tenancy dated June 6, 2013 is set aside and the tenancy is reinstated.

I HEREBY ORDER THAT the landlord conform to section 29 of the Act and give at least 24 hours notice of entry to the tenants and that the landlord remove or arrange to have removed the sticky pads on the tenant's floor by July 20, 2013.

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: July 03, 2013

Residential Tenancy Branch

