



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Triple Star Holdings
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC, RP and O

Introduction

This hearing was convened on an application made by the tenant on June 7, 2013 seeking to have set aside a one-month Notice to End Tenancy for cause served by posting on the tenant's door on May 29, 2013 and setting an end of tenancy date of June 30, 2013. The tenant also sought an order for repair of the entry door to the rental unit.

Issue(s) to be Decided

Should the Notice to End Tenancy be set aside or upheld and is the tenant entitled to an order for repairs?

Background and Evidence

This tenancy began on December 1, 2010. Rent is currently \$796.41 per month and the landlord holds a security deposit of \$375 paid on December 1, 2010.

During the hearing, the landlord gave evidence that the Notice to End Tenancy had been served after the landlord had received a petition signed by four other tenants stating that they had been subject to continual noise disturbances and harassment by the subject tenant.

The landlord stated there had been six reported incidents of disturbance of other tenants over the previous eight months. He stated that four tenants in the 25-unit building had left their tenancies citing disturbance by the subject tenant as their cause for leaving.

The tenant stated that the petition had been organized by another male tenant as retribution for her having rejected his romantic gestures.

The landlord also stated that the tenant had denied entry for pest control service providers on five occasions in their efforts to treat a bed bug infestation in the rental building. The tenant acknowledged that she had done so on only one occasion because he did not believe her unit had bed bugs and that she had seen one only after the unit had been treated. The landlord stated that the unit currently requires a follow up treatment.

The landlord gave further evidence that the tenant had changed the lock on her door and had refused to give the landlord a key. The tenant stated that she had had to replace the lock as they had been some damage to her door frame and that she had withheld the key until the landlord made the requested repair.

The tenant concurred that she has not paid the rent for July 2013.

Analysis

Section 47(1)(d)(i) provides that a landlord may issue a one-month Notice to End Tenancy in circumstances in which a tenant has, "significantly interfered with or unreasonably disturbed another occupant or the landlord of the residential property."

I find that, but denying access to service providers for the bed bug treatment and by refusing to provide the landlord with a key to the rental unit, the tenant has significantly interfered with the landlord's duty to protect other tenants in the building against the bed bug infestation. I further find that the tenant has breached section 31(2)&(3) of the Act by changing the locks without consent and refusing to provide the landlord with a key.

I accept the evidence of the landlord that the tenant's conduct resulted in the complaints and departures of other tenants and that there is some merit in the petition signed by four other tenants pleading for intervention by the landlord.

Therefore, I found the Notice to End Tenancy of May 29, 2013 to be lawful and valid and declined to set it aside as requested by the tenant.

On hearing that determination, the landlord requested and I find he is entitled to an Order of Possession under section 55(1) of the Act which compels the issuance of the order on the landlord's verbal request when a tenant's application to set a notice to end tenancy aside is dismissed and the notice is upheld.

The Order of Possession will take effect on July 12, 2013 as requested by the landlord.

Item 2.3 under the *Rules of Procedure* provides that if an arbitrator finds it appropriate to do so, he or she may dismiss unrelated disputes in a single application with or without leave to do so. I find that the tenants request for repairs to the rental unit is rendered moot by the imminent conclusion of the tenancy and it is dismissed without leave to reapply.

Conclusion

The tenant's application is dismissed without leave to reapply and the Notice to End Tenancy of May 29, 2013 is upheld.

The landlord's copy of this decision is accompanied by an Order of Possession, enforceable through the Supreme Court of British Columbia to take effect at 1 p.m. on July 12, 2013 for service on the tenant.

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 08, 2013

Residential Tenancy Branch

