



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Nicel Enterprises Inc.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC

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 landlord and the tenant gave testimony in the hearing. I have reviewed all testimony and other evidence. 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 July 31, 2013 the landlord served the tenant with a notice to end tenancy for cause. The notice indicated that the reason for ending the tenancy is that the tenant has put the rental property at significant risk.

The landlord stated that they have been attempting since June 2013 to address pest problems on the rental property and in the tenant's unit. The tenant's unit is full of his possessions, which are piled from floor to ceiling throughout the unit, so it has not been possible to inspect or treat the rental unit for pests. The landlord believes that mice are nesting in the walls, and the unit is infested with cockroaches, which can be seen crawling out from under the rental unit door. A tenant who moved into the next-door unit moved out again when her unit became infested with cockroaches. The tenant once removed many of his possessions from the unit so that it could be inspected, but immediately afterward he returned all of the items to his unit. In the hearing the landlord orally requested an order of possession.

The tenant's response was that he would agree to temporarily move his possessions out of his unit, as long as he could move them back in immediately after an inspection. The tenant stated that he cannot afford storage fees. The tenant also stated that he believed dealing with the pest problems is the landlord's responsibility.

Analysis

Based on the evidence, I find that the notice to end tenancy is valid. I accept the testimony of the landlord that the tenant is putting the rental property at significant risk by overcrowding his unit with personal possessions and by failing to cooperate with the landlord's efforts to eliminate the pests.

Conclusion

The tenant's application is dismissed.

As the landlord orally requested an order of possession in the hearing, I accordingly grant the landlord an order of possession effective two days from service. 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: September 17, 2013

Residential Tenancy Branch

