



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

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 both landlords participated in the teleconference hearing.

At the outset of the hearing, the landlord confirmed that they had received the tenant's application for dispute resolution. Neither the tenant nor the landlord submitted a copy of the notice to end tenancy, but both sides agreed with the contents of the notice. I have reviewed all testimony. 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

The tenant has been residing for approximately two years in a boarding house owned and operated by the landlord. On July 30, 2013 the landlord served the tenant with a notice to end tenancy for cause. The notice indicated that the reasons for ending the tenancy were as follows: the tenant (1) significantly interfered with or unreasonably disturbed another occupant or the landlord of the residential property; (2) seriously jeopardized the health or safety or a lawful right or interest of the landlord or another occupant; and (3) put the landlord's property at significant risk.

The landlord stated that they have been dealing with the presence of bedbugs in the boarding house since March 2013. The tenant has not been cooperating with the landlord's attempts to eliminate the bedbugs. In May 2013 the landlord gave the tenant a mattress cover, but the tenant refused to use it and his mattress became infested. The tenant has not been complying with keeping his floors clear, so the pest control

company has been unable to treat or even inspect the tenant's room. The landlord has given the tenant advance written notice of the dates of treatment. The landlord has been unable to rent any other rooms on the second floor because of the bedbug problem.

In the hearing the landlord orally requested an order of possession.

The tenant's response was that he tried to pick up his clothes and put on the mattress cover, and help get rid of the bedbugs.

Analysis

I find that the notice to end tenancy is valid, on the basis that the tenant's failure to cooperate in the bedbug treatment has significantly interfered with the landlord's business and put the property at risk. The tenant did not provide sufficient evidence that he was taking all reasonable steps to cooperate with the treatment, or that there was a valid reason for him to not cooperate with the treatment. Because I found that the notice was valid on these grounds, it was not necessary for me to consider other evidence of the tenant's behaviour that may also have amounted to cause to end the tenancy.

Conclusion

The tenant's application is dismissed.

I 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 16, 2013

Residential Tenancy Branch

