



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Broadway Pentecostal Benevolent Assc
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MT, CNC, FF

Introduction

This hearing was convened by way of conference call concerning an application made by the tenant for more time than set out in the *Residential Tenancy Act* to dispute a notice to end a tenancy, for an order cancelling a notice to end tenancy for cause, and to recover the filing fee from the landlords for the cost of the application.

The tenant and the named landlord attended the hearing, and the landlord also represented the landlord company. The parties gave affirmed testimony and provided evidentiary material in advance of the hearing to the Residential Tenancy Branch and to each other. The parties were given the opportunity to cross examine each other on the evidence and testimony provided, all of which has been reviewed and is considered in this Decision.

No issues with respect to service or delivery of documents or evidence were raised.

Issue(s) to be Decided

- Should the tenant be permitted more time than set out in the *Residential Tenancy Act* to dispute a notice ending the tenancy issued by the landlord?
- Has the landlord established that the 1 Month Notice to End Tenancy for Cause was issued in accordance with the *Residential Tenancy Act*?

Background and Evidence

The landlord testified that this month-to-month tenancy began on January 5, 2011 and the tenant still resides in the rental unit. The market rent for the rental unit is \$800.00, which is subsidized and the tenant's share is \$475.00 per month, due on the 1st day of each month. At the outset of the tenancy the landlord collected a security deposit in the amount of \$400.00 which is still held in trust by the landlord and no pet damage deposit

was collected. A written tenancy agreement has been signed by the parties but a copy has not been provided for this hearing. The rental unit is one of 81 rental units within the rental complex. The landlord does not reside on the rental property.

The landlord further testified that he personally served a 1 Month Notice to End Tenancy for Cause upon the tenant on December 3, 2014. A copy of the notice has been provided and it is dated December 3, 2014 and contains an effective date of vacancy of January 31, 2015. The reasons for issuing the notice are:

- Tenant or a person permitted on the property by the tenant has:
 - significantly interfered with or unreasonably disturbed another occupant or the landlord;
 - seriously jeopardized the health or safety or lawful right of another occupant or the landlord.

The landlord further testified that in September, 2014 a pest control company with a trained dog inspected the rental unit and confirmed the presence of bed bugs. The rental complex has had bed bugs in several units on the same floor as the tenant's rental unit and the tenant has refused to comply with the landlord's and pest control company's instructions about preparation for treatment. The tenant was given a preparation sheet from the pest control company several times. October 22, 2014 was the first scheduled treatment day and notice was given at least 2 days before do laundry, move stuff away from walls and baseboards, from under the bed, to clean the unit, take covers off light switches and plugs, and vacuum. The pest control company showed up but couldn't treat the rental unit because the tenant had done nothing in preparation.

The landlord sent the tenant a letter on October 27, 2014 saying that he needed to comply with the preparation instructions for a new treatment on November 6, 2014. The landlord went with pest control person and nothing was done in preparation by the tenant.

On November 17, 2014 a letter from the landlord was given to the tenant telling him the treatment was scheduled again for November 20, 2014 and that failing to comply will result in eviction. A copy of the letter has been provided. He testified that the pest control company did not treat the rental unit because again, the unit was not prepared.

Another letter was provided to the tenant on December 1, 2014 and the next scheduled treatment date was December 3, 2014. When the pest control person went to the rental unit he found a warning to not enter on the door showing that it had been treated. A copy of the warning has also been provided.

The tenant testified that he never refused entry for treatment. The first time he was absent. He understood that the inspection was supposed to be done in October and the first spraying in November. The tenant was expecting an inspection, not treatment. The second time, a fellow arrived but was not refused entry; the tenant informed him that the tenant was DTS Pest Control licensed. The tenant has been doing bed bug work for 18 years and knows what needs to be done.

The tenant further testified that he had hurt his lower back and couldn't bend. He called the landlord about 2 days before December 3, 2014 and informed the landlord that he needed more time. The landlord responded that he didn't have time to give, and had already booked the appointment with the pest control company. The tenant did what he could by cleaning and vacuuming but did not take off electrical outlet covers or light switch covers. The tenant sprayed the insecticide himself and put up the warning, which is a form required that shows what insecticides have been used in the unit and that no one should enter.

The tenant further testified that his unit does not have bed bugs but had a lot of dead bedbugs. The tenant treated the rental unit anyway because the letter from the landlord of November 17, 2014 says that if it remains untreated, it adversely affects other tenants and that the tenant was responsible.

With respect to the application for more time to dispute the notice, the tenant stated that there was a weekend in the way, and the tenant didn't get to the office to dispute it in time.

Analysis

Where a notice to end a tenancy given by a landlord is disputed by a tenant, the onus is on the landlord to establish that it was issued in accordance with the *Residential Tenancy Act*, which can include the reasons for issuing it. I have reviewed the notice, and I find that it is in the approved form and contains information required by the *Act*.

With respect to the reasons for issuing it, the tenant has not provided any evidence to satisfy me that he is qualified to treat the rental unit, nor has he provided any evidence to the landlord that he could treat it himself. The tenant admitted that he had a lot of dead bed bugs and that he did not prepare the rental unit for any of the treatments the landlord had scheduled. The tenant did not dispute the testimony of the landlord that the tenant was given the dates of treatments scheduled but still didn't prepare the rental unit for treatment. Given the number of rental units within the complex, I am satisfied that the landlord had cause to issue the notice, and the tenant's application to cancel it is dismissed.

Further, I am not satisfied that the tenant's reason for not disputing the notice within the time required under the *Act* is justified, and the tenant's application for more time is dismissed.

Conclusion

For the reasons set out above, the tenant's application is hereby dismissed without leave to reapply.

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: January 16, 2015

Residential Tenancy Branch

