



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding SMALLWOOD PACIFIC PROPERTIES LTD
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, the building manager for the landlord and the landlord participated in the teleconference hearing.

The tenant submitted documentary evidence consisting of a one page letter to the landlord dated October 06, 2015 and they cross-referenced a letter dated August 20, 2015 within the landlord's evidence. The landlord provided evidence they sent the tenant all of their evidence on October 06, 2015 by registered mail. The mail was refused by the tenant and the unopened large envelope addressed to the tenant was provided into evidence indicating it was refused by them. The tenant testified they refused the mail because they did not know whom it was from. When informed the envelope clearly stated the sender's name and address on the face of the envelope the tenant testified they did not want to receive more harassment from the landlord, and refused to accept the mail. On opening the envelope during the hearing it was confirmed the contents to be identical to those provided by the landlord to this hearing. I found that the tenant was deemed served with the landlord's evidence. I have reviewed all evidence before me that met the requirements of the Rules of Procedure. Only the evidence relevant to the issues and findings in this matter are described in this Decision. Prior to concluding the hearing both parties acknowledged they had presented all of the relevant evidence that they wished to present.

At the outset of this hearing the landlord requested an Order of Possession. It must be noted that in this type of application, the burden of proof rests with the landlord to provide evidence the Notice to End was validly issued for sufficient reason as that stated in the Notice to End.

Issue(s) to be Decided

Is the notice to end tenancy valid?

Background and Evidence

On August 13, 2015 the landlord served the tenant with a 1 Month Notice to End tenancy for Cause (the Notice). The Notice indicates the reasons for ending the tenancy are as: *(1) the tenant has, seriously jeopardized the health or safety or lawful right of another occupant or the landlord, and: (2) the tenant has, put the landlord's property at significant risk.*

Landlord's Evidence

In testimony, the landlord attempted to summarize the state of the residential property in relation to a bed bug infestation, determined to be centered in the tenant's suite, which the landlord had been trying to eradicate since confirmation of the bed bug problem was confirmed July 22, 2015. The landlord's testimony was ultimately discerned as that due to an ongoing lack of co-operation from the tenant in respect to the bedbug procedures and treatment plan, spelled out by the pest control contractor, the treatment plan could not be followed as recommended, placing the surrounding tenant's at risk of an infestation.

Following the initial visual inspection the tenant's suite received an initial partial treatment, with evidence from the contractor indicating a portion of the tenant's suite was not prepared for effective treatment. Specific recommendations were provided to the landlord and onto the tenant to prepare the suite for effective treatment.

Two (2) weeks later, on August 06, 2015, the follow-up treatment could not be performed by the contractor at all as the tenant's suite was not prepared as previously requested, and the contractor made note on their report the tenant spoke loudly.

The following week the tenant was again not prepared and the landlord gave the tenant the Notice to End on August 13, 2015.

The landlord testified and provided into evidence that, despite the Notice they continued efforts to engage the tenant into co-operating with follow up treatments so as to prevent the spread of the infestation to adjacent units. A letter dated August 19, 2015

summarized some of the efforts of the landlord and the tenant's response. One such effort was highlighted in the hearing. *From letter to tenant dated August 19, 2015:*

Last evening I again reinforced to you the urgency of follow up treatments as the eggs hatch 10-14 days and the bedbugs will continue to multiply and spread. This is putting your neighbouring tenants at great risk of contamination and health risk for you and others. On the one hand you said you were going to co-operate fully as you were informed by me that then the eviction notice would be rescinded if we receive your full co-operation. However, when I knocked on your door to do a quick inspection of the suite and discuss things you would not permit me to enter the suite. – as submitted

The landlord offered to rescind the Notice in exchange for the tenant's co-operation respecting treatment for bed bugs, which the landlord stressed did not soon materialize; although the tenant did allow an new initial treatment September 03, 2015, at which time the suite was again not properly prepared for treatment although the contractor partially treated the unit, none the less. 2 weeks later the contractor successfully re-treated the rental unit on September 17, 2015, upon finding it acceptably prepared for treatment.

Despite the tenant's ultimate co-operation the landlord testified they refused to rescind the Notice because of the tenant's ongoing lack of co-operation, loud and threatening conduct and ongoing allegations of harassment have severely compromised the landlord's confidence the tenant will alert the landlord to another bed bug problem and the tenant will fully co-operate in the future – possibly placing other tenants at risk of an infestation. The landlord thinks the tenant does not have sufficient respect for the need to diligently attend to a bed bug infestation in accordance with the protocols provided by the pest control experts.

In addition the landlord provided an original signed letter from 6 other tenants of the residential property explaining their support for the landlord's work and management efforts. The letter expresses their knowledge of the tenant's issues with bed bugs, and "*difficult encounters*" with the tenant as they speak very loudly and, "*seems to be very unhappy in the building*". The 6 tenants state they are concerned the applicant tenant does not co-operate with pest control and the management to get rid of pests, "*and it may contaminate other suites causing for us residents a lot of stress and discomfort*".

In respect to the landlord's testimony, it must be noted that despite my repeated and concerted cautions the tenant interrupted almost every word of the landlord's testimony in a loud voice, or by abandoning her device and speaking loudly in the background. The landlord was required to continually repeat their testimony. When the tenant was

asked if they had a response to the landlord's testimony the tenant's only statement was that the landlord did not know how to communicate, were always negative toward her and needlessly concerned.

Tenant's Response

The tenant stated she feels like the landlord is harassing her, makes unreasonable requests of her and doesn't communicate with her in "good English". The tenant also testified they experience elevated anxiety and issues with this landlord exacerbate this condition. The tenant was permitted to read into evidence 2 letters they wrote to the landlord on August 20 and October 06, 2015 – the latter of which claims they are, "willing to do (their part) as we talked about it" – *parenthesis mine*. The tenant was further permitted to read a statement from her previous building manager which stated the tenant paid her rent and did not pose a problem in her behaviour.

Analysis

I accept all of the evidence before the hearing. I accept the tenant's testimony they experienced a more satisfactory landlord/tenant relationship with a previous building manager. I accept the tenant suffers from stress, and that they ultimately were able to achieve an acceptable result for themselves, the landlord and the other occupants of the building.

I find the landlord's evidence aptly describes a course of non-cooperation by the tenant in attempts to resolve a bed bug infestation in the tenant's suite. I accept the evidence of the landlord that the bed bugs treatment in the tenant's suite took almost 7 weeks when it could have been completed in 2 weeks had the tenant co-operated from the outset of the problem. I accept the landlord's concerns for the residential property as a whole, and that their requests of the tenant in accommodating the treatment for bed bugs in their unit were reasonable for all concerned.

I do not at all accept the tenant's testimony asserting the landlord does not communicate well. I found the building manager in this matter clear in their written / document evidence and equally articulate and speaking in very understandable English throughout their testimony, despite the tenant's repeated attempts to drown them out: which brings me to the tenant's conduct in this hearing. With understanding of the tenant's anxiety and stress these matters have brought upon them, I found the tenant very disruptive and uncooperative during the hearing – despite my repeated cautions to allow the landlord to testify unhindered until finished, with opportunity to respond. I accept the landlord's evidence the tenant has displayed the same conduct in respect to

the tenancy issues in dispute and their relationship with the landlord. As a result, I accept the landlord's concerns moving forward. As further result, in respect to the landlord's Notice to End, I find that the Notice to End tenancy is valid on the basis that the tenant *seriously jeopardized the health or safety or lawful right of another occupant or the landlord, and, the tenant has, put the landlord's property at significant risk*. The landlord orally requested an Order of Possession in the hearing, and I accordingly must grant an **Order of Possession**.

None the less, it must be emphasized that ending a tenancy is a serious matter and it remains available to the parties, if possible, to mutually resolve their issues or dispute.

Conclusion

The tenant's application is **dismissed**.

I grant the landlord an Order of Possession effective **November 30, 2015**. 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 final and binding on both parties.

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: October 27, 2015

Residential Tenancy Branch

