



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding 1057151 B.C. LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes

CNC

Introduction

This hearing dealt with an application by the tenant seeking an order to set aside a One Month Notice to End Tenancy for Cause. Both parties participated in the conference call hearing. Both parties gave affirmed evidence. Neither party submitted any documentation for this hearing.

Issues to be Decided

Is the tenant entitled to have the notice set aside?

Background and Evidence

The tenancy began on or “about four years ago”. The landlord stated that they became aware of bed bug problem on December 7, 2015. The landlord stated that on December 16, 2015 they had sent out written notices that the building would be sprayed for bed bugs on December 22, 2015. The landlord stated that when they tried to access the subject unit, the tenant was abusive and resistant to allow the pest control technician in the unit. The landlord stated that the tenant threatened to punch the technician in the head. The landlord issued a One Month Notice to End Tenancy for Cause on December 29, 2015. The landlord stated that the reason the Notice was issued is that the tenants have not allowed access to the unit to the pest control company to spray for bed bugs thereby the tenant has significantly interfered with or unreasonably disturbed another occupant or the landlord.

The tenant provided the following testimony. The tenant stated that he had been “off my meds” at that time and was suffering with a mental health issue. The tenant stated that he does acknowledge that he was agitated by the pest control technician and the landlord but was a

result of having to live with the bed bugs for an extended time. The tenant stated that the bed bugs had been there since he moved in and felt “victimized” when the pest control technician accused him of bringing in the bugs. The tenant stated that he would like to stay and will work with the landlord to remedy the bed bug situation.

Analysis

The landlord continually referred to what the pest control technician told her, but did not have documentary evidence to support those statements. The tenant disputed the statements of the landlord. Section 47 of the Act says a landlord may end a tenancy by giving notice to end the tenancy for a number of reasons. The landlord issued the notice on the grounds the tenant didn't allow them access to spray the unit for bedbugs. The tenant has offered reasonable and viable reasons for the rescheduling of the pest control appointments which the landlord did not dispute.

It was explained in great detail to the tenant the requirement of the tenants to allow the landlord to conduct their business and to allow access when given proper and reasonable notice. As well it was explained to the landlord the importance of the Notice and that if the tenant does not comply with the terms of their tenancy agreement and allow the landlord access to the rental unit; the landlord is at liberty to issue another One Month's Notice to End Tenancy for Cause and file for a dispute resolution hearing.

The One Month Notice to End Tenancy dated December 29, 2015 is set aside, it is of no force or effect.

The tenant has been successful in his application.

Conclusion

The notice is set aside. The tenancy continues on the original terms and conditions.

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: February 15, 2016

