



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding BROWN BROS AGENCIES LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes: ET

Introduction:

Both parties and an assistant for the tenant attended the hearing. The tenant confirmed that he received a Notice to End Tenancy dated March 13, 2017 to be effective April 30, 2017 posted on his door and the Application for Dispute Resolution by registered mail. . I find the tenant was legally served with the documents according to sections 88 and 89 of the Act. The landlord applies pursuant to the *Residential Tenancy Act* (the Act) for an Order of Possession pursuant to Sections 56 and 55 to end the Tenancy early.

Issue(s) to be Decided:

Is the landlord entitled to end this tenancy early pursuant to section 56?; have they shown on the balance of probabilities that it is unreasonable or unfair to the landlord or other occupants of the residential unit to wait for a notice to end tenancy under section 47 to take effect?

Background and Evidence:

Both parties attended and were given opportunity to be heard, to present evidence and to make submissions. The parties agreed the tenancy commenced on February 1, 2014, rent is \$763 a month and a security deposit of \$362.50 was paid.

The parties agree that the tenant's unit has a large infestation of bed bugs and pest control states they can't fumigate until the unit is empty. The tenant said he is not bothered by bites. The landlord said it is unfair to the other tenants to have to wait for a one month notice to end tenancy and continue to endure this significant disruption to their peaceful enjoyment. There are 143 units and this huge infestation is an immediate threat to their health, safety and well being as well as being a threat to the whole property. She requests an Order of Possession as soon as possible.

The nurse witness for the tenant said the last date she could help him with the move is April 28, 2017. The landlord agrees to accept an Order of Possession effective that day. The landlord confirmed to the tenant that they are not billing the tenant for

treatment of the bed bug infestation. He wanted to know if they could handle most of his belongings which he will have to leave behind. The landlord said they could arrange to have these dumped and deduct the cost from his security deposit. He appeared to be satisfied with this arrangement.

In evidence are documents to support the landlord's position such as pest control reports, an incident report and photographs. The tenant did file any documents to dispute the testimony and did not dispute it in the hearing. On the basis of the solemnly sworn evidence presented at the hearing, a decision has been reached.

Analysis

Order of Possession

I find that the landlord is entitled to an Order of Possession. Section 56 of the Act provides in part:

56 (1) A landlord may make an application for dispute resolution to request an order

(a) ending a tenancy on a date that is earlier than the tenancy would end if notice to end the tenancy were given under section 47 [landlord's notice: cause], and

(b) granting the landlord an order of possession in respect of the rental unit.

(2) The director may make an order specifying an earlier date on which a tenancy ends and the effective date of the order of possession only if satisfied, in the case of a landlord's application,

(a) the tenant or a person permitted on the residential property by the tenant has done any of the following:

(i) significantly interfered with or unreasonably disturbed another occupant or the landlord of the residential property;

(ii) seriously jeopardized the health or safety or a lawful right or interest of the landlord or another occupant;

(iii) put the landlord's property at significant risk;

I find the evidence of the landlord credible as it is well supported by the pest control reports, photographs and incident report. Although I find it would be unfair or unreasonable to wait for a notice to end tenancy to take effect in this case, I find the

landlord in conjunction with the tenant and the registered nurse reached an agreement to have an Order of Possession effective April 28, 2017.

Conclusion:

The landlord is granted an Order of Possession effective April 28, 2017 as agreed. They requested no filing fees so none are awarded.

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: April 18, 2017

Residential Tenancy Branch