



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Code

CNC

This hearing was convened as a result of the Tenant's Application for Dispute Resolution, dated May 1, 2017 (the "Application"). The Tenant applied for an order cancelling a notice to end tenancy for cause, pursuant to the *Residential Tenancy Act* (the "Act").

The Tenant attended the hearing on her own behalf. She was assisted by D.M. and S.N., community support workers. The Landlord attended the hearing on her own behalf. All parties giving testimony provided a solemn affirmation.

The Tenant confirmed that the Application package was served on the Landlord, in person, on May 1, 2017. The Landlord suggested it was not received until the evening of May 10, 2017. In any event, pursuant to section 71 of the *Act*, I find that the Application package was sufficiently served on the Landlord for the purposes of the *Act*. Neither party submitted documentary or digital evidence.

The parties were provided an opportunity to present their evidence orally and in written and documentary form, and to make submissions to me. I have reviewed all evidence and testimony before me that met the requirements of the Rules of Procedure; however, I refer to only the relevant facts and issues in this Decision.

### Issue to be Determined

Is the Tenant entitled to an order cancelling the notice to end tenancy for cause?

### Background and Evidence

The burden is on the Landlord to provide sufficient justification for ending the tenancy. Although the Landlord did not submit a copy of the notice to end tenancy into evidence, she provided oral testimony. She advised the Tenant had expressed concerns about bedbugs in the rental unit. Accordingly, she made arrangements for an exterminator to

attend the rental unit on April 19, 2017. However, the Tenant contacted her to try to reschedule the appointment. The appointment did not occur. During the hearing, the Landlord initially advised the appointment was rescheduled to May 2, 2017, but subsequently testified it was rescheduled on May 12, 2017. As a result of the Landlord's perceived difficulty with accessing the rental unit, she issued a notice to end tenancy for cause, which was served on the Tenant by posting a copy to the door of the rental unit. The Tenant acknowledged receipt on that date.

According to the Tenant, she lives in the rental unit with her three children. As a result, she testified it is sometimes untidy. The Tenant stated she tried to reschedule the April 19, 2017, appointment because she was having personal difficulties and had been unable to prepare the rental unit for the treatment. Further, the Tenant testified she was advised by the exterminator during the follow up appointment that there were no bed bugs in the rental unit.

### Analysis

Based on the affirmed oral testimony and documentary evidence, and on a balance of probabilities, I find:

Section 47 of the *Act* permits a landlord to end a tenancy for cause by issuing a notice to end tenancy. At a hearing, the Landlord bears the burden of providing sufficient evidence in support of the reasons indicated for ending the tenancy, on a balance of probabilities. In this case, the Landlord did not submit a copy of the notice to end tenancy for cause. In addition, the testimony confirmed that, despite not being able to treat the Tenant's rental unit on April 19, 2017, the exterminator was able to return several weeks later. During the follow-up appointment, the exterminator indicated to the Tenant that there was no issue with bedbugs.

I find there is insufficient evidence before me to conclude the tenancy ought to end. The Landlord did not, for example, provide copies of the notice to end tenancy for cause; documentary evidence confirming a problem with bedbugs; text messages between the parties; the tenancy agreement; or the letter advising the Tenant that access to the rental unit would be required. The notice to end tenancy for cause is cancelled. The tenancy will continue until otherwise ended in accordance with the *Act*.

The parties are reminded to consider their rights and obligations under the *Act*, particularly with respect to responsibility to repair and maintain a rental property (s. 32), and a landlord's right of access to rental units (s. 29).

Conclusion

The notice to end tenancy for cause is cancelled. The tenancy will continued until otherwise ended in accordance with the *Act*.

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: June 6, 2017

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Residential Tenancy Branch