



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding XENON DEVELOPMENT CORP.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      CNC

### Introduction

This hearing dealt with the tenant's application pursuant to section 47 of the *Residential Tenancy Act* (the *Act*) for cancellation of the landlord's 1 Month Notice to End Tenancy for Cause (the 1 Month Notice).

Both parties attended the hearing and were given a full opportunity to be heard, to present their sworn testimony, to make submissions, to call witnesses and to cross-examine one another.

As the tenant confirmed that she received the landlord's 1 Month Notice placed in her mailbox on January 5, 2018, I find that she was duly served with that Notice in accordance with section 88 of the *Act*. As the landlord confirmed that the tenant handed them a copy of the tenant's dispute resolution hearing package on January 9, 2018, I find that the landlord was duly served with that package in accordance with section 89 of the *Act*. Since both parties confirmed that they had received one another's written evidence, I find that they were duly served with the evidence packages in accordance with section 88 of the *Act*.

### Issues(s) to be Decided

Should the landlord's 1 Month Notice be cancelled? If not, is the landlord entitled to an Order of Possession?

### Background and Evidence

This tenancy began initially as a one-year fixed term tenancy 26 years ago. It converted to a month-to-month tenancy after the end of the initial fixed term. Current monthly rent is set at \$1,045.00, payable in advance on the first of each month.

The landlord's 1 Month Notice requiring the tenant to end this tenancy by February 28, 2018, cited the following two reasons for the issuance of the Notice:

*Tenant has engaged in illegal activity that has, or is likely to:*

- *damage the landlord's property;*
- *jeopardize a lawful right or interest of another occupant or the landlord.*

The landlord's written evidence and the agent's sworn testimony maintained that the reason for the landlord's 1 Month Notice was the tenant's failure to comply with directions provided to prepare for the treatment of bedbugs in the rental unit. The landlord maintained that the pest control company hired to treat a bedbug infestation in this rental building had been unable to eradicate this problem due to the inadequacy of the tenant's preparations for the company's scheduled treatments. The landlord noted that a number of other tenants had vacated the building because of the landlord's inability to properly end this bedbug infestation.

At the hearing, the landlord testified that there was no allegation that the tenant had been involved in any type of illegal activity.

### Analysis

Paragraph 47(1)(e) of the *Act* reads in part as follows:

**47** (1) *A landlord may end a tenancy by giving notice to end the tenancy if one or more of the following applies:...*

*(e) the tenant or a person permitted on the residential property by the tenant has engaged in illegal activity that...*

*(i) has caused or is likely to cause damage to the landlord's property,...or*

*(iii) has jeopardized or is likely to jeopardize a lawful right or interest of another occupant or the landlord;...*

In reviewing this matter, I advised the parties that the reasons cited by the landlord for ending this tenancy for cause relied on the landlord demonstrating that the tenant had

been involved in illegal activity. As the agent admitted that there was no allegation that the tenant had done anything that could be termed “illegal,” I find that the reasons cited in the landlord’s 1 Month Notice are invalid. As I can only consider ending a tenancy on the basis of the grounds identified in the landlord’s 1 Month Notice, I allow the tenant’s application and set aside the 1 Month Notice.

### Conclusion

I allow the tenant’s application to cancel the landlord’s 1 Month Notice. The 1 Month Notice is set aside and is of no force or effect. This tenancy continues until 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: March 01, 2018

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Residential Tenancy Branch