



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding THE NEW VISTA SOCIETY and
[tenant name suppressed to protect privacy]

DECISION

Dispute Codes MT, CNC

Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* (the *Act*) for:

- more time to cancel a Notice to End Tenancy, pursuant to section 66; and
- cancellation of the One Month Notice to End Tenancy for Cause, pursuant to section 47.

The tenant did not attend this hearing, although I left the teleconference hearing connection open until 1:40 p.m. in order to enable the tenant to call into this teleconference hearing scheduled for 1:30 p.m. The landlord's agent (the "agent") attended the hearing and was given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses. I confirmed that the correct call-in numbers and participant codes had been provided in the Notice of Hearing. I also confirmed from the teleconference system that the agent and I were the only ones who had called into this teleconference.

The agent confirmed their email address for service of this decision and order.

I note that section 55 of the *Act* requires that when a tenant submits an application for dispute resolution (the "application") seeking to cancel a notice to end tenancy issued by a landlord I must consider if the landlord is entitled to an order of possession if the application is dismissed or the landlord's notice to end tenancy is upheld and the landlord has issued a notice to end tenancy that is compliant with the *Act*.

The agent testified that the tenant personally served the landlord with a copy of this application for dispute resolution within the required timelines. The tenant applied to cancel the One Month Notice on May 6, 2021. I find that the landlord was served in accordance with section 89 of the *Act*.

Issues to be Decided

1. Is the tenant entitled to more time to cancel a Notice to End Tenancy, pursuant to section 66 of the *Act*?
2. Is the tenant entitled to cancellation of the One Month Notice to End Tenancy for Cause, pursuant to section 47 of the *Act*?
3. If the tenant's application is dismissed or the landlord's Notice to End Tenancy is upheld, and the Notice to End Tenancy complies with the *Act*, is the landlord entitled to an Order of Possession, pursuant to section 55 of the *Act*?

Background and Evidence

While I have turned my mind to the documentary evidence and the testimony of the agent, not all details of the agent's submissions and arguments are reproduced here. The relevant and important aspects of the agent's claims and my findings are set out below.

The agent provided the following undisputed testimony. This tenancy began on December 1, 2012 and is currently ongoing. Monthly rent in the amount of \$475.00 is payable on the first day of each month. A security deposit of \$270.00 was paid by the tenant to the landlord. A written tenancy agreement was signed by both parties and a copy was submitted for this application.

The agent testified that a One Month Notice to End Tenancy for Cause (the "One Month Notice") dated April 26, 2021 was posted on the tenant's door on April 26, 2021. A witnessed proof of service form stating same was entered into evidence. The copy of the One Month Notice entered into evidence by the landlord was not signed. The agent testified that the One Month Notice served on the tenant was signed. I provided the agent 24 hours to upload the copy of the One Month Notice that was posted on the tenant's door on April 26, 2021. The agent uploaded the copy of the One Month Notice posted on the tenant's door within the permitted 24 hours, it was signed.

The One Month Notice states the following reason for ending the tenancy:

- Tenant or a person permitted on the property by the tenant has:
 - significantly interfered with or unreasonably disturbed another occupant or the landlord;

The details of cause section of the One Month Notice states:

[The tenant] has significantly interfered with and unreasonably disturbed the landlord by refusing, on at least three occasions, access to the unit to treat for bedbugs. [The tenant] received property notice of entry and would not allow our pest control technician to enter. [The tenant] also comes to the office and insults the staff by calling us liars, prostitutes, garbage women, etc. His behaviour is unwelcome and he has received written notice of such.

The agent testified that the subject rental property has bed bugs and the tenant has refused the landlord entry on three occasions to treat the bed bugs after being provided with more than 24 hours notice of same. The landlord entered into evidence three written notices of entry to the subject rental property for the purpose of treating bed bugs. Notice 1 is dated March 26, 2021 for entrance on April 1, 2021. Notice 2 is dated April 1, 2021 for entrance on April 8, 2021. Notice 3 is dated April 9, 2021 for entrance on April 15, 2021. The agent testified that the pest control company was refused access on each occasion.

The agent testified that the tenant is preventing the landlord from completing necessary bedbug treatment.

The agent testified that the tenant also frequently is aggressive with staff and yells at staff. The agent testified that he accused the staff of putting bed bugs in his suite and has called female staff members prostitutes, liars and garbage women. The agent testified that the yelling is so loud that it draws all staff members out as it sounds like a staff member could be in danger.

The agent testified that on one occasion the tenant told a staff member that he has a gun and that he was going to go and get it because the staff are all idiots. The agent testified that police were called on that occasion.

Analysis

Rule 7.1 of the Residential Tenancy Rules of Procedure states that the dispute resolution hearing will commence at the scheduled time unless otherwise set by the arbitrator. Rule 7.3 states that if a party or their agent fails to attend the hearing, the arbitrator may conduct the dispute resolution hearing in the absence of that party, or dismiss the application, with or without leave to re-apply.

Based on the above, in the absence of any evidence or submissions from the applicant I order the application dismissed without liberty to reapply.

Section 47 of the *Act* states that a tenant must dispute a One Month Notice within 10 Days of its receipt. I find that the tenant failed to cancel the One Month Notice within 10 Days and so the tenant's application for more time was unnecessary.

Section 47(1)(d)(i) of the *Act* states that a landlord may end a tenancy by giving notice to end the tenancy if the tenant or a person permitted on the residential property by the tenant has significantly interfered with or unreasonably disturbed another occupant or the landlord of the residential property.

I accept the agent's undisputed testimony that the tenant was provided with more than 24 hours written notice, in accordance with section 29 of the *Act*, to treat the bedbugs on three separate occasions and that the tenant refused entry on each occasion. I find that this refusal seriously interfered with and unreasonably disturbed the landlord. The landlord has a duty to repair and maintain the subject rental property pursuant to section 32 of the *Act*, and the tenant's refusal to allow access and treatment of the unit seriously interfered with this duty. Bed bugs can travel between units and the inability of the landlord to treat the subject rental property could prevent the landlord from keeping bed bugs out of neighbouring units. For the above stated reasons, I uphold the One Month Notice.

I accept the agent's undisputed testimony that the tenant is verbally abusive to the staff and has threatened gun violence. I find that such abuse seriously interfered with the landlord and unreasonably disturbed the landlord and agents of the landlord. For this reason, I uphold the One Month Notice.

Section 55 of the *Act* states that if a tenant makes an application for dispute resolution to dispute a landlord's notice to end a tenancy, the director must grant to the landlord an order of possession of the rental unit if:

- (a) the landlord's notice to end tenancy complies with section 52 [*form and content of notice to end tenancy*], and
- (b) the director, during the dispute resolution proceeding, dismisses the tenant's application or upholds the landlord's notice.

I accept the agent's undisputed testimony that the copy of the One Month Notice posted on the tenant's door was signed. Upon review of the signed One Month Notice, I find that it meets the form and content requirements of section 52 of the *Act*.

As I have dismissed the tenant's application and upheld the One Month Notice which conforms to the requirements of section 52 of the *Act*, I find that the landlord is entitled to a two-day Order of Possession, pursuant to section 55 of the *Act*.

Conclusion

Pursuant to section 55 of the *Act*, I grant an Order of Possession to the landlord effective **two days after service on the tenant**. Should the tenant fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

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: September 14, 2021

Residential Tenancy Branch