



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes RP, CNC

Introduction

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

- cancellation of the landlord's 1 Month Notice to End Tenancy for Cause (the 1 Month Notice) pursuant to section 47;
- an order requiring the landlord to make repairs to the unit or suite pursuant to section 32.

The tenant did not attend this hearing, although I waited until 9:40 a.m. to enable them to connect with this teleconference hearing scheduled for 9:30 a.m. The landlord's agent attended the hearing and was given a full opportunity to be heard, to present sworn testimony, to make submissions and to call witnesses. The landlord gave written evidence and sworn oral testimony that copies of the landlord's evidence package was personally served to the tenant on March 14, 2022. I find that the tenant has been served the landlord's evidence in accordance with section 88 of the Act. I am also satisfied that the tenant was aware of this hearing as they were the applicant but chose not to dial in. In the result, I proceeded and completed the hearing on that basis.

Issue(s) to be Decided

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

Is the tenant entitled to an order compelling the landlord to conduct repairs in the unit or suite?

Background and Evidence

The landlord's agent gave the following testimony. The tenancy began on June 1, 2015 with the rent of \$320.00 due on the first of each month. The agent issued a One Month Notice to End Tenancy for Cause on November 24, 2021 for the following reasons:

Landlord's notice: cause

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

(d) the tenant or a person permitted on the residential property by the tenant has

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

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

(g) the tenant does not repair damage to the rental unit or other residential property, as required under section 32 (3) [obligations to repair and maintain], within a reasonable time;

The agent testified that the tenant's unit has mice, cockroaches, and bedbugs. The agent testified that six attempts to have a pest control company to address the problem were made. The tenant refused access on three occasions and was not prepared on three other occasions. The agent testified that the tenant's unwillingness to address the issue has caused the two adjacent units on the left and right of his suite, to be infested as well. The agent testified that one further attempt to have a pest control company attend was made after the notice to end tenancy was issued, but again, the tenant was not prepared for it despite being given advance notice.

Analysis

When a landlord issues a notice under Section 47 of the Act, they bear the responsibility in providing sufficient evidence to support the issuance of that notice. The landlord submitted extensive documentation showing that they made six separate attempts to address the insect, pest and rodent problem in the tenant's suite and the adjacent suites and providing advance notice each time. The documentation shows that the tenant refused access on three occasions and was not prepared on three other occasions. The landlord made one final attempt after serving the notice to end tenancy which the tenant was unprepared for again.

Based on the documentation before me, the landlord's agents undisputed testimony and in the absence of any disputing evidence from the tenant, I find that the landlord has provided sufficient evidence to support the issuance of the Notice and that the tenant put the landlord's property at significant risk and that the tenant has seriously

jeopardized the health and safety and lawful right of the landlord and other occupants, the tenancy is terminated.

Section 55 of the *Act* reads in part as follows:

55 (1) *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 find that the landlord's 1 Month Notice was issued on the correct form and included all of the required information in order to comply with section 52 of the *Act* as to the form and content of that Notice. I dismiss the tenant's application to cancel the 1 Month Notice and issue the landlord an Order of Possession in accordance with section 55(1) of the *Act*.

Conclusion

I dismiss the tenant's application in its entirety without leave to reapply. I grant an Order of Possession to the landlord effective **two days after service of this Order** 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: March 21, 2022

Residential Tenancy Branch