



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding GLR PROPERTIES LTD
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC OPC

Introduction

This hearing dealt with cross Applications for Dispute Resolution filed by the parties. The participatory hearing was held, via teleconference.

Both parties attended the hearing and provided affirmed testimony. Both parties confirmed receipt of each other's Notice of Dispute Resolution Proceeding and evidence packages. Neither party took issue with the service of these documents and both parties were ready to proceed.

Both parties were provided the opportunity to present evidence orally and in written and documentary form, and to make submissions to me. I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issue(s) to be Decided

- Is the Tenant entitled to have the Landlord's Notice cancelled?
 - If not, is the Landlord entitled to an Order of Possession?

Background and Evidence

At the outset of the hearing, the Landlord confirmed they wished to withdraw the first 1 month notice, issued on February 17, 2024. The Tenant did not take issue with this. Both parties were willing and ready to speak to the second 1 month notice (the Notice), issued March 7, 2024.

The Tenant acknowledged receiving the Notice on March 12, 2024. The Notice indicates the following reasons for ending the tenancy on the second page:

Tenant or a person permitted on the property by the Tenant has:

- *significantly interfered with or unreasonably disturbed another occupant or the Landlord.*
- *seriously jeopardized the health or safety or lawful right of another occupant or the Landlord.*
- *put the Landlord's property at significant risk.*

Under the details of cause section, the Landlord indicated the following:

Details of the Event(s):
-Tenant has an infestation of roudents and bed bugs and has an excessive amount of mice feceis and bed bug sheddings .
-The tenants unit is extremely filthy.
-The tenant has failed to rectify this issue after written and verbal warnings have been issued ,This is jeopardizing the lardlords property and the other tenants in the building and put the landlord' s property at significant risk.

The Landlord issued the Notice for several reasons. However, in this review, I will only address the facts and evidence which underpin my findings and will only summarize and speak to points which are essential in order to determine whether there are sufficient grounds to end the tenancy.

The Landlord testified that the Tenant has lived in the rental unit for many years, but in the last few months, the issues with respect to the rodent and bed bug infestations have gotten much worse. The Landlord stated that the Tenant's unit is the epicentre of the issues. Repeated room inspections have shown that although several other units in the building are also experiencing issues with bed bugs, and mice, those units are neatly kept, and this particular rental unit appears to be the source of the problem. The Landlord stated that over the past year, around 5 different sets of Tenants have moved out due to the ongoing presence of bed bugs and mice, and after inspecting each of those units, they were not the source of the problem. The Landlord reported that nearly all of the units adjoining this rental unit have moved due to the ongoing pest issues. This has and is causing financial hardship because the Landlord asserts the Tenant is difficult, will not follow basic instructions from pest control, and has failed to keep his unit sufficiently clean such that the pests can be dealt with in a sustained manner.

The Landlord brought their pest control expert, A.S., as a witness. He testified the following:

- he manages all pest control activities for the building
- the Tenant's rental unit is the only unit which is dirty and he is clearly the source of the mice and bed bug infestation
- the Tenant has repeatedly left garbage and clothes all over his apartment, despite numerous warnings to clean up
- there is no way to remediate the rental unit with how the Tenant keeps his unit and with how hostile the Tenant is towards him
- the Tenant routinely throws the rodent traps out the window, which he set to deal with the mice
- he is 100% confident that this rental unit is the source of the infestation
- he has been going there weekly for some time, often more frequently.
- mice and bed bugs have spread from the rental unit into adjoining units, causing issues in units that are otherwise clean.
- this unit is the "epicentre"
- he has been doing pest control in the building for around a year
- the Tenant aggressively "came at" him when he was attending the unit for pest treatments
 - o the Tenant yelled profanities, and aggressively approached him saying "fuck you", and "you motherfucker", followed by complaints about photos being taken on behalf of the Landlord.
- he will not return to the rental unit because of the Tenant's aggression and hostility, and he has stopped doing treatments because of the Tenants behaviour towards him.
- the Tenant's unit is always dirty, and it was only cleaned once, which lasted a short period of time.
- the Tenant has reached out to the pest control company on occasion to get help with the infestations.

The Landlord further pointed to photos they have provided into evidence, showing the unit was dirty. These photos were taken January 30, March 8 and March 15, 2024, and all show an unclean unit.

The Tenant stated that:

- he has lived there for 24 years
- he denies throwing traps out the window
- he feels this Notice is in retaliation for his claim for compensation that he filed in January

- the Landlord's photos are not great quality
- the pest control agent took photos without his permission
- he never received any written prep sheet from the pest control agent, only verbal instructions
- he later stated that he did receive written instructions but not until after he filed his application for monetary compensation in January 2024.
- he tried to accommodate the instructions, and asserts he now takes the garbage out every day, and has cleaned up most of the mess
- he confronted the pest control agent, after he found out he had taken photos during one of the pest treatments
- he confronted the agent and was "polite, while treating him with disrespect"
- he acknowledged he spoke with profane language when dealing with the pest control agent

The Tenant's advocate argued that the Landlord is being retaliatory with this 1 Month Notice, since it was issued after the Tenant had filed a large claim for monetary compensation against the Landlord in January 2024. The Tenant's advocate asserts that the Tenant's rental unit, although it had some cleanliness issues in the preceding months, those issues were not excessive or such that it would give cause to end the tenancy. The Tenant's advocate noted that the photos show a relatively clean unit which contradict the Landlord's assertion that this rental unit is the source of the issues. The Tenant's advocate also noted that the Tenant was never given proper written instructions and that the Tenant was trying to work cooperatively with pest control on the infestation issues.

The Tenant's advocate pointed out that some of the other units being treated were on the 3rd floor of the building, which is 2 floors above this unit. Again, they assert this contradicts the Landlord's assertion that this rental unit is the source of the outbreak, and remains the "epicentre."

Both parties agreed that if an order of possession is granted, that it could be delayed until July 31, 2024, given the age of the tenancy.

Analysis

In this review, I will not attempt to resolve all evidentiary conflicts, and will focus on evidence and testimony as it relates directly to my findings with respect to whether there are sufficient grounds to end the tenancy.

First, I note the first notice was withdrawn, and only the March 7, 2024, 1 month notice remains to be discussed. I note the Tenant received this Notice on March 12, 2024, and filed to dispute it on March 19, 2024, which is within the allowable time frame.

In the matter before me, the Landlord has the onus to prove that the reasons in the Notice are valid.

The Landlord entered into written evidence a copy of the Notice.

I note the Landlord asserts that the Tenant has been given numerous written instructions from the pest control company, which he has not followed. However, I am mindful that I do not have copies of these. Further, the Tenant initially denied getting them, but later stated that he got them, but only after he filed his application for monetary compensation and they were just warning letters. He did not elaborate what these warning letters contained. I find the Tenants statements on this matter were somewhat contradictory and unclear. That being said, the pest control agent clearly articulated that he not only gave several written instructions, but also verbally instructed the Tenant each week that he had to clean up laundry and garbage in order to treat the bed bugs and the mice. The Tenant confirmed that he received verbal instructions from the pest control agent but he asserts that he followed these instructions for the most part, especially since the Notice was issued. The pest control agent asserts that even after the Notices were issued, the Tenant was difficult and was impeding pest control efforts.

When weighing these statements from the Landlord and their pest control agent, versus the Tenants statements regarding the instructions he was given, I find the pest control agent provided more clear, consistent, and compelling testimony regarding the instructions and warnings he gave to the Tenant frequently, and on an ongoing basis, versus the statements made by the Tenant. Even if there are no records before me to show there were written notices given to the Tenant, I am satisfied that there were numerous verbal instructions given along the way, and that the Tenant likely understood these instructions. I also find it more likely than not that the Tenant failed to follow the treatment instructions, including how to prepare for future pest control efforts. I do not find a few undated photos are particularly helpful on this point.

I am mindful that the Tenant asserts he has cleaned up a lot since the Notice was issued in March. I also note there is limited evidence from the Landlord regarding the current state of the unit because the pest control agent refuses to go back, since March 15, 2024, due to the Tenant's hostility towards him. This makes it difficult to determine the current state of the unit. In any event, I note the Tenant asserts he has cleaned up some of the issues since he received the Notice. The Landlord did not have much evidence showing the Tenant has failed to clean up, more recently. I am mindful of all of this, and will consider the post-notice conduct of the Tenant, including the limited evidence from the Landlord following the issuance of the Notice, when determining the merits of Notice itself. Issues pertaining to the cleanliness will be considered as well as conduct relating to the ongoing pest control efforts. The totality will be considered.

I note the Landlord asserts the Tenant's unit has been the source of the infestations for many months, and they have tried to work closely with him, without success. They assert this has caused the infestations to continue, unabated, which has led to several other Tenant's moving out (adjoining and nearby units). I note the Landlord brought their pest control agent as a witness. He corroborated, with clear and compelling testimony, that despite providing clear instructions to the Tenant, he has failed to clean up in a manner that allows for the mice and bed bugs to be exterminated (not tidy, garbage present, items not laundered). He also testified that the Tenant has thrown the mice traps out the window, regularly, and at one point began yelling profanities at him while he was attending to his duties as a pest control agent. Further, he testified that all of the other units he has attended are clean and compliant and are not the source of the problem.

The Tenant denies doing this, and feels he has adequately cleaned up. He even pointed out that he has contacted the pest control company on his own initiative. I accept that the Tenant has worked with the pest control company on some occasions. However, with respect to the other actions noted above, such as failing to clean up in a manner which allows the pests to be properly treated and also throwing traps out the window, I find the Landlord has provided a more detailed and compelling account of what happened, corroborated by a witness who was the pest control specialist involved in the ongoing efforts to treat the building and this unit. This agent specifically noted that the traps were from this rental unit. Overall, I have placed more weight on the Landlord's version of events, corroborated by affirmed witness testimony, and I find it more likely than not that the Tenant actively threw mice traps out the window, and that he routinely obstructed and/or ignored ongoing pest control instructions and efforts such as cleaning and laundering in such a manner that allows for the successful treatment of both the

bed bugs and the mice. Further, I accept that this unit is the “epicentre” of the infestation in the building, and that it has significantly impacted numerous other parties in the building, such that some of them have now moved out. I do not accept the Tenant’s advocates argument that because some of the units are 2 floors up that this rental unit cannot be the epicentre of the issues.

Overall, I am satisfied that the Tenant’s actions, and inactions, pertaining to the Landlord’s attempts to treat the pest and rodent infestations are such that the Tenant seriously jeopardized the health or safety or lawful right of another occupant or the Landlord. I am satisfied that the issue with pests and rodents has seriously affected other Tenants in other nearby units, and although the Tenant asserts he has been compliant and done more cleaning since the Notice was issued, I note the Landlord’s pest control agent refuses to return to the Tenant’s unit, despite it being the “epicentre”, due to hostile behaviour from the Tenant. In making my determinations I considered both post-notice conduct, but I have also considered ongoing interpersonal issues that plague the pest mitigation efforts of the Landlord. Furthermore, I also find the Landlord has sufficiently demonstrated that the Tenant’s actions put the Landlord’s property at significant risk, given the prevalent and ongoing nature of the infestations.

The Tenant’s application to cancel the Notice is dismissed. The tenancy is ending, under the Notice, as described below.

Given my findings on this matter, it is not necessary to consider the other grounds listed on the Notice.

Under section 55 of the *Act*, when a tenant’s application to cancel a Notice to end tenancy is dismissed and I am satisfied that the Notice to end tenancy complies with the requirements under section 52 regarding form and content, I must grant the landlord an order of possession. Section 52 of the *Act* requires that any notice to end tenancy issued by a landlord must be signed and dated by the landlord, give the address of the rental unit, state the effective date of the notice, state the grounds for ending the tenancy, and be in the approved form.

I find that the Notice complies with the requirements of form and content. The Landlord was okay with giving an extra couple of months to move. As such, I find the Landlord is entitled to an order of possession effective **July 31, 2024, at 1pm** after service on the Tenant.

Since the Landlord was substantially successful in this hearing, I award them the recovery of the filing fee paid. If the Landlord would like to collect on this amount, they may deduct \$100.00 from the security deposit they hold.

Conclusion

The Tenants' application to cancel the Notice is dismissed. The Landlord's application is successful.

The Landlord is granted an order of possession effective **July 31, 2024, at 1pm** after service on the Tenants. If the Tenants fail to comply with this order the Landlord may file the order with the Supreme Court of British Columbia and be enforced as an order of that Court.

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: May 24, 2024

Residential Tenancy Branch