

Decision

Dispute Codes: MT, CNC

Introduction

This hearing was convened in response to the tenant's application for more time to make an application to cancel a notice to end tenancy / and cancellation of a notice to end tenancy for cause. Both parties participated in the hearing and gave affirmed testimony.

Issues to be decided

- Whether the tenant is entitled to the above under the Act, Regulation or tenancy agreement

Background and Evidence

Pursuant to a written tenancy agreement, a copy of which is not in evidence, the tenancy began approximately 13 years ago. Monthly rent is currently \$585.00, and it is understood that a security deposit of \$232.50 was collected near the start of tenancy.

Pursuant to section 47 of the Act which speaks to **Landlord's notice: cause**, the landlord served a 1 month notice to end tenancy for cause dated October 30, 2011. A copy of the notice is not before me. The landlord testified that the notice was personally served on the tenant on October 30, 2011. The date shown on the notice by when the tenant must vacate the unit is understood to be either November 30 or December 1, 2011. The parties testified that reasons shown on the notice for its issuance are as follows:

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

- seriously jeopardized the health or safety or lawful right of another occupant or the landlord
- put the landlord's property at significant risk

The tenant filed her application to dispute the notice on November 14, 2011. Section 47(4) of the Act provides that a tenant may dispute a notice under this section by making an application for dispute resolution "within 10 days after the date the tenant receives the notice." In relation to the calculation of days, the Residential Tenancy Branch's Rules of Procedure defines "days" and provides in part as follows:

If the document or notice must be provided to the Residential Tenancy Branch, weekends and holidays are not included in the calculation of days.

Following from all of the above, I find that the tenant's application to dispute the notice was filed on the 10th day of the 10 day period available to her. Accordingly, there is no requirement that the tenant apply for more time to apply to cancel a notice to end tenancy.

In summary, the landlord's issuance of the notice arises out of his view that the tenant is not sufficiently forthcoming in reporting bedbugs found in her unit. Further, he is concerned that the tenant's inclination to gather miscellaneous belongings makes it more difficult to detect and eradicate bedbugs that may be in her unit. The landlord identified his concern about the potential spread of bedbugs to other units when bedbugs are not adequately dealt with in any particular unit where they may be found.

Documentary evidence submitted by the parties includes, but is not necessarily limited to, a letter submitted by the landlord from a bed bug control company dated more than one year ago on November 21, 2010, and a summary submitted by the tenant of steps she has undertaken to address the bedbug issue in her unit during the past several months; these steps include discarding her sofa, her bed and 2 chairs.

During the hearing the parties very respectfully exchanged views on some of the circumstances surrounding the dispute, and undertook to achieve a resolution.

Analysis

The full text of the Act, Regulation, Residential Tenancy Policy Guidelines, Rules of Procedure, Fact Sheets, forms and more can be accessed via the website:
www.rto.gov.bc.ca

Section 63 of the Act provides that the parties may attempt to settle their dispute during a hearing. Pursuant to this provision, discussion between the parties during the hearing led to a resolution. Specifically, it was agreed as follows:

- that the notice to end tenancy will be set aside, and the tenancy will continue uninterrupted;
- that the community based health professionals assisting the tenant will undertake to support and assist her to monitor the status of bedbugs in her unit;

- that the monitoring, as above, may be undertaken variously by routinely inquiring about bedbugs during regular meetings with the tenant, by inspecting her unit for bedbugs on the occasion of any home visit, and by methodically documenting in case notes anything pertinent to bedbugs in her unit;
- that one or other of the aforementioned professionals will make himself available for discussions with the landlord and / or pest control personnel where it concerns the status of bedbugs in the tenant's unit, and / or available to assist the tenant with any preparations necessary in the event of a scheduled spraying of her unit.

Conclusion

The notice to end tenancy is hereby set aside, with the effect that the tenancy continues in full force and effect.

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*.

DATE: November 30, 2011

Residential Tenancy Branch