



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding ARPEG HOLDINGS LTD.
and [tenant name suppressed to protect privacy]

FINAL DECISION

Dispute Codes CNC

Introduction

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

- cancellation of the landlord's 1 Month Notice to End Tenancy for Cause, dated February 11, 2020 ("1 Month Notice"), pursuant to section 47.

The "first hearing" on April 28, 2020 lasted approximately 35 minutes and the "second hearing" on June 8, 2020 lasted approximately 10 minutes.

The tenant's lawyer attended the first hearing only. The landlord's agent ("landlord") attended both hearings. At both hearings, both parties were given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses.

The tenant's lawyer confirmed that he had permission to represent the tenant at the first hearing. The landlord confirmed that he was the vice president of operations for the landlord company named in this application and that he had permission to represent it at both hearings.

Preliminary Issue - Adjournment of First Hearing and Service of Documents

The first hearing on April 28, 2020 was adjourned because the tenant was unable to attend the hearing or to submit further evidence because of the covid-19 pandemic. The landlord consented to the adjournment. The tenant's lawyer and the landlord agreed to a hearing during the week of May 25, 2020, or soon thereafter, except for Fridays.

By way of my interim decision, dated April 28, 2020, I adjourned the tenant's application to the second hearing date of June 8, 2020. At the second hearing, the landlord confirmed receipt of my interim decision and the notice of rescheduled hearing to the June 8, 2020 date and the second hearing occurred on this date.

At the first hearing, the landlord confirmed receipt of the tenant's application for dispute resolution hearing package and the tenant confirmed receipt of the landlord's evidence package. At the second hearing, the landlord reconfirmed receipt of the tenant's application. In accordance with sections 88, 89 and 90 of the *Act*, I find that the landlord was duly served with the tenant's application and the tenant was duly served with the landlord's evidence package.

At the second hearing, the landlord testified that the tenant was personally served with the landlord's 1 Month Notice on February 12, 2020. The tenant stated in his application that he received it on February 11, 2020, in person. In accordance with section 88 of the *Act*, I find that the tenant was personally served with the landlord's 1 Month Notice on February 12, 2020.

Issues 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

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

The landlord testified regarding the following facts. This month-to-month tenancy began on December 1, 2013. Monthly rent in the current amount of \$450.00 is payable on the first day of each month. A security deposit of \$210.00 was paid by the tenant and the landlord continues to retain this deposit. A written tenancy agreement was signed by both parties. The tenant continues to reside in the rental unit.

The landlord issued the 1 Month Notice, which has an effective move-out date of March 31, 2020, for the following reasons:

- *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.*
- *Breach of a material term of the written tenancy agreement that was not corrected within a reasonable time after written notice to do so.*

The landlord testified regarding the following facts. The landlord seeks an order of possession against the tenant. The landlord issued the 1 Month Notice because the tenant has refused access to his rental unit and to cooperate with the landlord's pest control company to conduct inspections and treatment of bed bugs. The landlord stated that the tenant lives in a single residence occupancy unit and that there are issues with bed bugs at the rental building, so inspections are conducted every two months in each unit. He pointed to the landlord's documentary evidence of all the letters and notices issued to the tenant regarding the above issues.

Analysis

According to subsection 47(4) of the *Act*, a tenant may dispute a 1 Month Notice by making an application for dispute resolution within ten days after the date the tenant received the notice. The tenant personally received the 1 Month Notice on February 12, 2020 and filed his application to dispute it on February 20, 2020. Therefore, the tenant is within the time limit under the *Act*. However, the tenant did not appear at this hearing to present his submissions.

On a balance of probabilities and for the reasons stated below, I find that the landlord issued the 1 Month Notice for valid reasons. I accept the undisputed testimony of the landlord. I find that the tenant put the landlord's property at significant risk and seriously jeopardized the landlord's lawful right to perform inspections and complete pest control treatment for bed bugs at the rental property. I find that the tenant refused inspections and access to his rental unit and refused to cooperate with pest control. The landlord provided documentary evidence, including caution notices, notices of entry, and refusal of access by the tenant from May 2019 to February 2020. As I have found two of the four reasons on the 1 Month Notice to be valid, I do not need to examine the other reasons.

Section 55(1) of the *Act* reads 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.*

Accordingly, I dismiss the tenant's application to cancel the landlord's 1 Month Notice, without leave to reapply. I find that the landlord's 1 Month Notice, June 8, 2020, complies with section 52 of the *Act*.

I issue an order of possession to the landlord against the tenant, effective two (2) days after service on the tenant. The effective date of the notice, March 31, 2020, has long passed.

Conclusion

The tenant's application is dismissed without leave to reapply.

I grant an Order of Possession to the landlord effective two (2) days after service on the tenant. Should the tenant or anyone on the premises 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: June 08, 2020

Residential Tenancy Branch