



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Public Safety and Solicitor General

DECISION

Dispute Codes OPC OPB MND FF

Introduction

This hearing dealt with an application by the landlord for an order of possession and a monetary order. Both landlords and one tenant participated in the teleconference hearing.

Issue(s) to be Decided

Is the landlord entitled to an order of possession?
Is the landlord entitled to the monetary amounts claimed?

Background and Evidence

The tenancy began on September 1, 2009, with monthly rent in the amount of \$800. The rental unit is one of four rental units in a two-story apartment building.

On January 31, 2011 the landlord served the tenants with a one month notice to end tenancy for cause. The tenants did not make an application to dispute the notice.

The landlord has claimed \$504 for the cost of bedbug extermination. The landlord argued that the bedbugs were not present when the tenants moved in, so therefore the tenants must have brought in the bedbugs. The landlord submitted letters from two exterminators, who expressed the opinion that as the tenants have been living in the rental unit for more than a year, they must have brought in the bedbugs.

The landlord submitted additional evidence in which they sought to add \$44 to their monetary claim. On October 31, 2010, the landlord served the tenant with a notice of rent increase which indicated that as of February 1, 2011, the rent would increase by \$24, or three percent. The tenants paid \$800 for February rent, and the landlord served the tenants with a 10 day notice to end tenancy for their failure to pay the increased amount of \$24. The landlord has also claimed a \$20 late payment fee, pursuant to the tenancy agreement.

The tenant's response to the bedbug issue was that she had no idea where the bedbugs came from, and it was her understanding that the landlord was responsible for the cost of exterminating bedbugs.

Analysis

In regard to the one month notice to end tenancy for cause, the tenants did not apply to dispute the notice, and they are therefore conclusively presumed to have accepted that the tenancy will end on February 28, 2011. The landlord is entitled to an order of possession pursuant to the notice to end tenancy for cause.

In regard to the claim for the cost of the bedbug extermination, I find as follows. The landlord did not provide sufficient evidence to establish on a balance of probabilities that the tenants were the source of the bedbugs. The rental unit is one of four units in the building, and the landlord provided no evidence regarding the presence or absence of bedbugs in any of the other units or common areas of the building. In the case of bedbugs, it is often difficult to determine the source. Where the landlord cannot show that it is more likely than not that the tenants have brought the bedbugs into the rental unit, the landlord must bear the cost of the extermination. I therefore find that the landlord is not entitled to the \$504 claimed for extermination costs.

The landlord did not properly amend their claim to include the additional \$44 claimed for the increased rent. However, I did hear evidence from the landlord on this amount, and I will address the issue here. The maximum allowable rent increase for 2011 is 2.3 percent. This information was posted on the residential tenancy website in September 2010. Therefore, the rent increase of \$24 was not valid. The 10 day notice to end tenancy for unpaid rent is also invalid, and the landlord is not entitled to the \$44 claimed.

Conclusion

The landlord is entitled to an order of possession effective February 28, 2011. The tenants must be served with the order. Should the tenants fail to comply with the order, the order may be filed in the Supreme Court of British Columbia and enforced as an order of that Court.

The landlord's monetary claim is dismissed.

As the landlord's application was partly successful, they are entitled to partial recovery of the filing fee for the cost of their application, in the amount of \$25.

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: February 17, 2011.

Residential Tenancy Branch