



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      O

### Introduction

This hearing dealt with the tenant's Application for Dispute Resolution seeking "other".

The hearing was conducted via teleconference and was attended by the tenant and three agents for the landlord.

At the outset of the hearing I clarified with the tenant that despite marking "other" on his Application he was seeking to cancel a 1 Month Notice to End Tenancy and as both parties were prepared to deal with the Notice to End Tenancy, I amend the tenant's application to include seeking to cancel a notice to end tenancy.

During the hearing, the landlord's agents did not verbally request an order of possession should the tenant be unsuccessful in his Application.

### Issue(s) to be Decided

The issues to be decided are whether the tenant is entitled to cancel a 1 Month Notice to End Tenancy for Cause, pursuant to Section 47 of the *Residential Tenancy Act (Act)*.

### Background and Evidence

The parties agree the tenancy began on May 1, 2002 for a currently monthly rent of \$770.00 due on the 1<sup>st</sup> of each month with a security deposit of \$325.00 paid.

Both parties provided a copy of a 1 Month Notice to End Tenancy for Cause issued by the landlord on April 26, 2013 with an effective date of May 31, 2013 citing the 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 and put the landlord's property at significant risk.

The landlord submits that the residential property had not had any bedbug problems until November 2012 at which time another tenant report bedbugs. In response the landlord put up a notification to all tenants asking tenants to be vigilant in regards to ensuring their units do not have any bedbugs.

The landlord submits that over the course of the next several months 5 other tenants, including this tenant, reported bedbugs in their rental units. The landlord submits that despite all other tenants in the building cooperating with the requirements and recommendations of the pest control service provider, this tenant is not following through.

The landlord submits that tenant's rental unit was treated on April 11; April 18; April 24; and May 10, 2013. The landlord testified that after each treatment the tenant was advised that he was not preparing the rental unit properly for the purposes of the treatment.

Both parties provided a copy of a letter from the Property Manager dated April 13, 2013 advising the tenant that they have "deep concern about the Cleanness and Sanitation condition at your suite". There is no specific mention in the letter of the bedbug treatment of April 11, 2013 or any problems in regard to bedbugs. The letter goes on to say that one of the building managers will contact the local health authority to help the tenant obtain assistance in cleaning his unit.

Both parties provided a copy of a letter signed by one of the building managers dated April 26, 2013 that accompanied the 1 Month Notice. The letter cites that the tenant's lack of cleaning for years has caused bedbugs to appear and spread to other units; that these bedbugs have impacted the landlord's ability to conduct business; that the tenant has not fully cooperated with the treatment and refused to remove some furniture that is infested with bedbugs.

The tenant submits that he did not receive any additional instructions or communications (verbal or written) from the landlords or the pest control service providers that he was not complying with the requirements for treatment. He states that once he was made aware of the chair that the pest control provider indicated was the point of origin he got rid of the chair, on or after the landlord took photographs of the rental unit on May 10, 2013.

The landlord has provided reports from the pest control service provider for each of the treatments. I note that the first one that indicates that the "pink chair" is the point of origin for the infestation is the treatment report for April 24, 2013.

### Analysis

Section 47 of the *Act* allows a landlord to end a tenancy by giving notice to end the tenancy if one or more of the following applies:

- a) The tenant or a person permitted on the residential property by the tenant has
  - i. Seriously jeopardized the health or safety or a lawful right or interest of the landlord or another occupant, or
  - ii. Put the landlord's property at significant risk.

Despite the landlord's testimony that they spoke to him about it the tenant disputes this claim and the burden falls to the landlords to provide evidence to substantiate these assertions. From the evidence before me, I find the landlord has failed to provide evidence that the tenant was informed between treatments that he needed to do additional work before the next treatment.

I find the letter dated April 13, 2013 from the Property Manager mentions nothing about the bedbug treatment on April 11, 2013. I find the letter dated April 26, 2013 was not a warning letter because it accompanied the 1 Month Notice to End Tenancy and it was issued just 2 days after the treatment report that point of origin was the tenant's pink chair. I find neither of these letters provides any adequate warning that failure to comply with the treatment requirements and removal of the "pink chair" would result in ending the tenancy.

As such, I find the landlord has failed to provide sufficient evidence that the tenant was warned of that his inactions in regard to the bedbug issues may result in ending the tenancy. For these reasons, I find the landlord has failed to establish sufficient cause to end the tenancy at this time.

### Conclusion

Based on the above, I cancel the 1 Month Notice to End Tenancy for Cause issued by the landlord on April 26, 2013 and find the tenancy will remain in full force and effect. However, I caution the tenant that he should consider himself sufficiently notified by the landlord that failure to comply with the treatment requirements and his obligations to maintain his rental unit reasonably clean and undamaged may result in an end to the tenancy.

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 03, 2013

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Residential Tenancy Branch

