



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Building Block Properties Ltd.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MNSD, OPC, MNDC, FF

### Introduction

This hearing dealt with the landlord's application for dispute resolution under the Residential Tenancy Act (the "Act") seeking a monetary order for money owed or compensation for damage or loss, an order of possession for the rental unit due to alleged cause, for authority to retain the tenants' security deposit and for recovery of the filing fee.

The landlord appeared; the tenants did not appear.

The landlord testified that he served each tenant with their Application for Dispute Resolution and Notice of Hearing by leaving it with the tenants on July 10, 2013 as the tenants were approaching their rental unit.

I find the tenants were served notice of this hearing in a manner complying with section 89 of the Residential Tenancy Act (the "Act") and the hearing proceeded in the tenants' absence.

The landlord was provided the opportunity to present his evidence orally and to refer to relevant documentary evidence submitted prior to the hearing, and make submissions to me.

I have reviewed all oral and documentary evidence before me that met the requirements of the Residential Tenancy Branch Rules of Procedure (Rules); however, I refer to only the relevant evidence regarding the facts and issues in this decision.

### Issue(s) to be Decided

Is the landlord entitled to order of possession for the rental unit, monetary compensation, and to recover the filing fee?

### Background and Evidence

The landlord provided evidence that this tenancy began on November 1, 2012, monthly rent is \$650 and the tenants paid a security deposit of \$325 at the beginning of the tenancy.

The landlord submitted evidence that he served the tenants a 1 Month Notice to End Tenancy for Cause (the "Notice"), dated May 2, 2012, by leaving it with the tenants May 2, 2013, listing an effective end of tenancy of June 2, 2013.

A notice to end the tenancy is not effective earlier than one month after the date the tenant receives the notice and the day before the day in the month that rent is payable under the tenancy agreement. In other words, one clear calendar month before the next rent payment is due is required in giving notice to end the tenancy. Section 53 of the Act allows the effective date of a Notice to be changed to the earliest date upon which the Notice complies with the Act; therefore, I find that the Notice effective vacancy date listed on the Notice is changed to June 30, 2013.

The Notice explained that the tenants had ten days to dispute the Notice. It also explains that if the tenants did not file an application to dispute the Notice within ten days, then the tenants are conclusively presumed to have accepted the end of the tenancy and must vacate the rental unit by the effective date of the Notice.

I have no evidence before me that the tenants filed an application to dispute the Notice.

The landlord also has filed a monetary claim of \$1157.61, comprised of a licensed, professional pest control company's bill for treatment of the rental unit and the residential property for \$1082.81 and for removal and disposal of the tenants' personal property, in the amount \$75.

In support of their monetary claim, the landlord said that the tenants complained of bedbugs, which caused the landlord to hire a professional pest control company to attend the residential property, which is a multi-unit apartment building.

The landlord said that he was informed by the pest control company that after a thorough inspection and treatment, they determined that the tenants were the source of the bedbugs, due to the old boxes, clutter and debris in the rental unit, and because the tenants picked up old furniture on the side of the road. The report also indicated that the surrounding rental units were not infected with bedbugs and that treatment was difficult due to the tenants' non-cooperation in cleaning their rental unit.

The pest control company also stated that the tenants failed to allow inspections and treatments.

The landlord said that the tenants threw out their old furniture on the front lawn and refused to take it away, causing an expense to the landlord.

The landlord's relevant documentary evidence included a statement and treatment plan by the licensed, professional pest control company and an invoice for the removal and disposal of the personal property.

### Analysis

Based on the oral and written evidence and on a balance of probabilities, I find as follows:

I find the landlord provided undisputed evidence that the tenants were served a 1 Month Notice to End Tenancy for Cause, did not apply to dispute the Notice within ten days of service and are therefore conclusively presumed under section 47(5) of the Act to have accepted that the tenancy ended on the effective date of the Notice.

I therefore find that the landlord is entitled to an order of possession for the rental unit effective two days after service of the order upon the tenants.

As to the landlord's monetary claim, in a claim for damage or loss under the Act, which falls in sections 7 and 67, or tenancy agreement, the claiming party, the landlord in this case, has to prove, with a balance of probabilities, four different elements:

**First**, proof that the damage or loss exists, **second**, that the damage or loss occurred due to the actions or neglect of the respondent in violation of the Act or agreement, **third**, verification of the actual loss or damage claimed and **fourth**, proof that the claimant followed section 7(2) of the Act by taking steps to mitigate or minimize the loss or damage being claimed.

I find the landlord provided sufficient, undisputed evidence that the tenants were responsible for the bedbugs in the rental unit and that they failed to cooperate with the pest control company in treating the bedbugs. In reaching this conclusion, I was persuaded by the written reports of the licensed, professional pest control company indicating tenant fault.

I also accept the landlord's undisputed evidence that the tenants threw their furniture on the front lawn, causing the landlord to incur an expense to remove the furniture.

I therefore find the landlord has proven their monetary claim of \$1157.81, comprised of the pest control company billing for \$1082.81 and removal and disposal for \$75.

I also allow the landlord recovery of their filing fee of \$50, for a total monetary award of \$1282.81.

### Conclusion

The landlord's application for dispute resolution has been granted as I have found that they are entitled to an order of possession for the rental unit and a monetary award of \$1282.81.

I grant the landlord a final, legally binding order of possession, which is enclosed with the landlord's Decision. Should the tenants fail to vacate the rental unit pursuant to the terms of the order after it has been served upon them, this order may be filed in the Supreme Court of British Columbia for enforcement as an order of that Court. The tenants are advised that costs of such enforcement may be recovered from the tenants.

At the landlord's request, I allow the landlord to retain the tenants' security deposit of \$325 in partial satisfaction of their monetary award.

I grant the landlord a final, legally binding monetary order pursuant to section 67 of the Act for the balance due, in the amount of \$957.81, which I have enclosed with the landlord's Decision.

Should the tenants fail to pay the landlord this amount without delay after being served the order, the order may be filed in the Provincial Court of British Columbia (Small Claims) for enforcement as an order of that Court. The tenants are advised that costs of such enforcement are recoverable from the tenants.

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* and is being mailed to both the applicant and the respondents.

Dated: July 26, 2013

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Residential Tenancy Branch