



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding COAST REALTY GROUP (CAMPBELL RIVER) LTD.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes: CNC OPC

### **Introduction**

This hearing dealt with an application by the tenant pursuant to the Residential Tenancy Act (the Act) for orders as follows:

- a) To cancel a notice to end tenancy for cause pursuant to section 47

Service:

The Notice to End Tenancy is dated December 30, 2013 to be effective January 31, 2013 and the tenant confirmed it was served by posting it on her door. The tenant /applicant gave evidence that they personally served the Application for Dispute Resolution on January 3, 2014 and the landlord agreed they received it. I find the documents were legally served for the purposes of this hearing.

### **Issue(s) to be Decided:**

Has the landlord proved on the balance of probabilities that there is sufficient cause to end the tenancy or has the tenant demonstrated that the notice to end tenancy for cause should be set aside and the tenancy reinstated? Is the landlord entitled to an Order of Possession if the tenant is unsuccessful in the application?

### **Background and Evidence**

Both parties attended the hearing and were given opportunity to be heard, to provide evidence and to make submissions. The undisputed evidence is that the tenancy commenced about 14 years ago, it is now a month to month tenancy, rent is \$730 a month and neither party remembers the amount of the security deposit as the management company just took over in November 2013. The landlord served a Notice to End Tenancy for the following reason:

- a) The tenant or a person permitted on the property by the tenant has seriously jeopardized the health or safety or lawful right or interest of the landlord or another occupant.

The landlord said they had a bed bug issue in the building and the Health Authority is aware of it and said it must be cleared up. She said that three tenants had it, the landlord has had a pest control company spraying for it but two units are not doing what is necessary to have successful treatment and this tenant's unit is one of the two. Some children have had bites and the school has called concerning the problem.

The tenant says the Notice should be set aside for she has conformed to all the requirements of the Pest Control Company. She got rid of a couch; she took all the furniture away from the

walls, bagged up her belongings and put the clothes through the dryer at high heat. She said that the pest control personnel could not see any bugs on their last visit and no-one has been in recently from them to inspect. She said her neighbour, whose children were bitten, came over and she cannot see any either and neither she nor her family have any bites. There is no documentary evidence submitted with the Application.

On the basis of the solemnly sworn evidence presented for the hearing, a decision has been reached.

**Analysis:**

As discussed with the parties in the hearing, the onus is on the landlord to prove on a balance of probabilities that they have good cause to evict the tenant.

I find the insufficient evidence that this tenant of 14 years or her guests has seriously jeopardized the health or safety or lawful right or interest of the landlord or another occupant. There is conflicting evidence with the tenant alleging she has conformed to all the requirements of the Pest Control Company and no longer has bed bugs. The landlord did not supply any reports or other evidence to show the unit has been inspected, the problem still exists and the tenant is not complying with the requirements for treatment. Therefore, I find the landlord has not satisfied the onus of proving that there is good cause to evict the tenant. The Notice to End Tenancy is set aside.

**Conclusion:**

The Notice to End Tenancy dated December 30, 2013 is set aside and cancelled. **The tenancy is reinstated.** No filing fee was involved.

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: March 11, 2014

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Residential Tenancy Branch

