



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

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

## **DECISION**

### **Dispute Codes:**

CNC

### **Introduction**

This Hearing was scheduled to hear the Tenants' application to cancel a *One Month Notice to End Tenancy for Cause* (the "Notice") issued August 27, 2014.

The hearing process was explained and the participants were asked if they had any questions. The parties were provided with the opportunity to present their evidence orally and in written and documentary form and make submissions to me. The Landlord's agents, the Tenant JB, and the Landlord's witness all provided affirmed testimony at the Hearing.

It was determined that the Tenants served the Landlord with the Notice of Hearing documents and copies of their documentary evidence by registered mail sent on September 3, 2014. It was also determined that the Landlord served the Tenants with its documentary evidence by hand delivering the documents to the Tenants on October 14, 2014. I described the contents of each party's documentary evidence and the other party acknowledged receipt of the documents described.

I have reviewed all evidence and testimony before me that met the requirements of the rules of procedure; however, **I refer to only the relevant facts and issues in this decision.**

### **Background and Evidence**

The Landlord's agents gave the following relevant testimony:

The Landlord's agent HB testified that the Tenants will not follow instructions with respect to preparing the rental unit for treatment of a bedbug infestation. HB testified that the Tenants were instructed to remove a severely infested couch from the rental unit, but they have not complied. HB stated that this puts all of the units in the rental property at risk.

The Landlord's agent EO testified that he served the Tenant KB with the Notice to End Tenancy on August 27, 2014, by handing the Notice to the Tenant at his office.

The Landlord's witness TD is the owner of a bedbug extermination business. TD stated that in June, 2014, the Landlord hired him to treat the rental unit with heat treatment. He testified that the rental unit had one of the worst infestations of bedbugs he had seen since starting his business 4 years ago.

TD testified that he gave the Tenants written instructions for preparing the rental unit for the heat treatment and also instructed them to remove their severely infested couch before the treatment took place. TD stated that the Tenants had 5 – 7 days' notice to do so. TD testified that when he went to do the treatment, the couch was still there, but he did the treatment anyway because the infestation was so bad. TD testified that the Tenants told him they could not afford to dispose of the couch or to purchase a new one. He stated that the male Tenant told him that it would cost \$30.00 to take the couch to the dump. TD stated that he gave the Tenants "\$25.00 or \$30.00" to give to the Landlord's employee for dumping the couch.

TD testified that he came back 2 weeks later to perform another heat treatment and the couch was still there. He testified that the Tenant told him he had spent the money and that he would be able to pay for the couch removal in "a week or so".

TD stated that "several months later" the Landlord's agents called him again to advise that the rental unit was infested with bedbugs again. He testified that he went to the rental unit and found that the couch was still there, full of bedbugs. TD testified that he would not treat the rental unit again because there was no point in heat treating the rental unit if the couch was still there. TD stated that suites adjacent to the Tenants' suite were also heat treated and that the Tenants' refusal to get rid of the couch puts other adjacent suites at risk of re-infestation.

The Tenant JB gave the following relevant testimony:

JB stated that the TD and HB were not being truthful. JB testified that no instructions were given with respect to preparing for the heat treatment. JB later clarified that he received written instructions, but no written instructions with respect to getting rid of the couch.

JB stated that TD told him that there would be no problem treating the couch. He stated that he has physical limitations due to medical issues and therefore he could not remove the couch himself.

JB testified that TD only gave him \$20.00 and that TD said he would give the Landlord another \$10.00 and arrange for someone to pick up the couch. He stated that he had inadvertently spent the money that TD gave him.

JB stated that the Tenants assumed that the Landlord's employee would pick up the couch, but that he never showed up. JB submitted that if the Landlord was so concerned about having the couch removed, the Landlord should have removed it right away. I asked the Tenant what steps the Tenants had taken to have the couch removed. JB stated that the rental unit was first treated on June 5, 2014, and that "they called me" on September 18. JB testified that he met the Landlord's employee at "the store" and that he asked when he would pick up the couch.

JB testified that the suite across from the rental unit was heat treated 4 times and that 3 other suites were heat treated more than once.

JB testified that HB had told him 1 ½ years ago that he might get a "renovation notice". JB stated that current market rent for the rental unit was \$775.00 and that the Tenants' current rent was \$574.00.

HB gave the following reply:

HB stated that all heat treatments, other than the ones performed at the rental unit, were successful. He testified that the only other units that had bedbug infestations were the units surrounding the rental unit.

HB denied that the Landlord wished to evict the Tenants so it could get more rent for the rental unit. He stated that the rental unit was not the cheapest suite in the rental property and that the Landlord had already paid \$800.00 to treat the rental unit.

HB stated that the Landlord wants to evict the Tenants because they will not comply with instructions in order to rid the rental unit of bedbugs. He stated that he is concerned that the rental unit must be heat treated again so that the Tenants do not carry the bedbugs somewhere else.

**Analysis**

The Landlord seeks to end the tenancy because the Tenants have 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 original source of a bed bug infestation is almost impossible to determine and I make no finding as to whether the Tenants or the Landlord are responsible for the bedbugs finding their way into the rental unit. Rather, I accept that there has been a complaint of bedbugs, a pest control company has been employed by the Landlord to treat for bedbugs, and there has been a subsequent complaint of bedbugs after the

treatments. I find the issue to determine is whether the Tenants' actions, or lack of action, resulted in unsuccessful treatment of the infestation.

Generally, a landlord is responsible for arranging for and paying for a pest exterminator and the tenant is responsible for preparing the unit for treatment and not interfering with the landlord's lawful treatment efforts. If a tenant interferes with a landlord's treatment efforts, either intentionally or through failure to properly prepare their unit for treatment, the landlord may be in a position to end the tenancy for cause. There is a reasonable expectation that if the tenant is responsible for preparing the unit for treatment the tenant would be notified of what is required of them.

There was no dispute that the Tenants received written instructions on how to prepare the rental unit for the heat treatment. The Tenants disputed that they were provided with written instructions to remove the infested couch. JB fluctuated in his testimony between disputing that removal of the couch was required and understanding that it was required, but submitting that it was the Landlord's responsibility to remove it.

Based on the testimony of both parties, I am satisfied that bedbugs remain an issue in the rental unit. Based on the testimony of the Landlord's witness, I am also satisfied that adjacent suites in the building are at risk of further infestation because of the Tenants' refusal to remove the infested couch.

The Landlord has a responsibility to the other occupants in the rental property, under Section 32 of the Act, to provide and maintain residential property in a state of decoration and repair that complies with the health, safety and housing standards required by law and makes it suitable for occupation by a tenant. I find that the Tenants have put the Landlord's property at significant risk. I also find that the Tenants' failure to remove the infested couch has also seriously jeopardized the lawful rights of other occupants in the building. I dismiss the Tenants' application to cancel the Notice to End Tenancy.

I find that HB's request during the Hearing to evict the Tenants satisfies the provisions of Section 55(1) of the Act and therefore I hereby provide the Landlords with an Order of Possession.

Based on the testimony of the parties, I am satisfied that the Tenants received the Notice to End Tenancy on August 27, 2014. I find that the effective date of the end of the tenancy was September 30, 2014 and that the Landlord is entitled to an Order of Possession effective 2 days after service of the Order upon the Tenants.

**Conclusion**

The Tenants' application is dismissed **without leave to re-apply**.

I hereby provide the Landlord with an Order of Possession **effective 2 days after service of the Order upon the Tenants**. This Order may be filed in the Supreme Court of British Columbia and enforced as an Order of that Court.

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: October 27, 2014

---

Residential Tenancy Branch

