



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes

Tenant's application: CNC, FF, O

Landlord's application: OPC, FF

Introduction

This was a hearing with respect to applications by the tenant and by the landlord. The tenant applied to cancel a one month Notice to End Tenancy for cause. The landlord applied for an order for possession. The applications were heard by conference call. The landlord and the tenant each called in and participated in the hearing. The parties exchanged documentary evidence before the hearing.

Issue(s) to be Decided

Should the Notice to End Tenancy dated February 3, 2016 be cancelled?
Is the landlord entitled to an order of possession pursuant to the Notice to End Tenancy?

Background and Evidence

The rental unit is a one bedroom apartment in the landlord's apartment building in Vancouver. The rental property is a three storey wood frame apartment building with 12 units. The tenancy began in 2010. The landlord and the tenant have known each other for many years before the tenancy commenced.

The landlord testified that there has been a problem with bedbugs in the rental unit for several years. He said that the problem began soon after the tenancy started. In his written submission the landlord said the bedbugs have been an issue since 2012. He said that he has hired a pest control company and performed treatments himself at approximately four month intervals up to the present time.

The landlord served the tenant with a one month Notice to End Tenancy for cause dated February 3, 2016. The notice required the tenant to move out of the rental unit by March 3, 2016, but the earliest date that the Notice to End Tenancy could be effective to end the tenancy was March 31, 2016. The landlord testified that the tenant has not

cooperated with his efforts to eradicate the bedbugs in the rental unit and that is why he issued the Notice to End Tenancy. In November, 2015 the tenant requested treatment of his unit by a pest control company. The landlord gave him written instructions describing how to prepare his unit and his belongings for treatment. The landlord paid for storage bins for the tenant's clothing and belongings and supplied him with a vacuum cleaner, mop and wash bucket to clean up his unit. The pest control technician who performed the treatment reported that the tenant did not perform the required preparations before the treatment.

The landlord told the tenant that he should hire a professional cleaner to get the unit ready for treatment instead of relying on help from his friends. The landlord scheduled a second treatment to be performed on January 14, 2016. The tenant called the landlord the day before the treatment to cancel the appointment because he said he needed more time to clean his suite. The appointment was re-scheduled for February 2nd and the landlord said that the tenant had not done the necessary preparation or cleaning. The pest control technician advised the landlord that treatment would likely be ineffective because of the lack of preparation. It was after this incident that the landlord served the Notice to End Tenancy.

The tenant complained about the costs he has incurred as a result of the bedbug infestation, including his cleaning costs and the expenses of having to discard his belongings, including beds, mattresses, a sofa and a futon. The tenant does not own a vacuum. He said at the hearing that he did not expect to be evicted over the bedbug problem. He said that he has not been given written warnings before he was served with the Notice to End Tenancy. He expected to be able to negotiate a solution with the landlord. At the hearing the tenant said that he was prepared to purchase his own vacuum cleaner and make a concerted effort to keep the unit cleaned and prepared for treatment in the future.

The landlord's position is that he has given the tenant endless opportunities to deal with the problem and has gone out of his way to assist by providing storage containers, supplying cleaning supplies and a vacuum cleaner and giving the tenant several opportunities to clean and prepare the unit. The landlord requested an order of possession due to the tenant's failure to comply with his obligations to clean and prepare the rental unit.

Analysis

The landlord's evidence, including the information from the pest control company shows that the tenant has not cooperated with the landlord's efforts to eradicate bedbugs from the rental unit. The landlord testified that the problem has been ongoing for several years. Before serving the Notice to End Tenancy the landlord did not give the tenant any written warnings that his tenancy was in jeopardy if he did not clean up the unit and properly prepare it for treatment. At the hearing the tenant said he understood that he must clean up and maintain his unit or he would be evicted. He said that he would

purchase his own vacuum cleaner and put the unit in a proper state of order and cleanliness to allow it to be treated.

Because the landlord has not given any written warning to the tenant before serving the Notice to End Tenancy, I find that the Notice to End Tenancy should be set aside and the tenancy allowed to continue. The tenant is cautioned that if he does not meet the landlord's requirements and keep the rental unit in proper order and present it in suitable condition for pest treatments, his eviction will be the inevitable outcome if the landlord gives him another Notice to End Tenancy for the same complaints.

I order that the Notice to End Tenancy dated February 3, 2016 be, and is hereby cancelled. The tenancy will continue until ended in accordance with the *Residential Tenancy Act*. The tenant has been warned that the landlord is at liberty to serve another Notice to End Tenancy for cause if the tenant fails to keep and maintain his unit clean and in order and to facilitate pest treatments.

Conclusion

The Notice to End Tenancy has been cancelled. The landlord's application for an order of possession is dismissed, but the landlord is at liberty to serve another Notice to End Tenancy if the tenant does not comply with his obligations as discussed above. I do not award the recovery of the filing fee for either application

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: April 18, 2016

Residential Tenancy Branch