



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding CAPILANO PROPERTY MANAGEMENT  
and [tenant name suppressed to protect privacy]

## **DECISION**

**Dispute Codes**      CNC

### **Introduction**

This hearing was convened in response to an application by the tenant pursuant to the *Residential Tenancy Act* (the Act) to cancel the landlord's Notice to End Tenancy for Cause dated June 14, 2016.

Both parties participated in the teleconference hearing. At the outset of the hearing the landlord confirmed receiving the application of the tenant. The tenant confirmed receiving notice of the landlord's *registered mail* availability, however did not have identification when they attempted to retrieve the mail and as a result does not yet have the landlord's evidence before them. Regardless of the above the tenant testified they were able to respond to the landlord's reasons for seeking an end to the tenancy. I determined the tenant was sufficiently served with the landlord's evidence for the purpose of this hearing and the hearing proceeded on the merits of the landlord's Notice to End. Prior to concluding the hearing both parties acknowledged they had presented all of the relevant evidence that they wished to present.

The parties were provided an opportunity to resolve and settle their dispute, to no avail. I have reviewed all testimony and all admissible evidence. However, only the evidence *relevant* to the issues and findings in this matter are described in this Decision.

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

Is the landlord's Notice to End tenancy valid?  
Is there sufficient cause to end the tenancy?  
Should the landlord's Notice be cancelled?

It must be known that in this type of application the landlord has the onus to prove they issued the tenant a valid Notice to End for sufficient reason(s), and that at least one reason exists which is sufficient to make their Notice valid. The landlord is not required to prove all reasons stipulated in their Notice to End, however, at least one reason must be supported with sufficient cause for the landlord to be successful ending the tenancy.

## **Background and Evidence**

The tenancy started July 01, 2009. The rental unit is a one bedroom apartment unit of 600 square feet within a multiple unit residential property.

### *Landlord's Evidence*

The parties agree that on June 14, 2016 the landlord served the tenant with a Notice to End Tenancy for Cause by posting it to the tenant's door. The Notices indicated the reasons for ending the tenancy as follows pursuant to **Section 47** of the Act;

*(c) there are an unreasonable number of occupants in a rental unit.*

*(d) the tenant or a person permitted on the residential property by the tenant has:*

- (i) significantly interfered with or unreasonably disturbed another occupant or the landlord of the residential property,*
- (ii) seriously jeopardized the health or safety or a lawful right or interest of the landlord or another occupant,*
- (iii) put the landlord's property at significant risk*

The tenant disputes the Notice to End.

The parties agree that the tenant has a room-mate whom is not stipulated on the original agreement, which the landlord testified "may" be unreasonable but could not support this assertion. However, the landlord testified that they are primarily relying on subsection (d) of Section 47. The landlord claims the tenant has repeatedly been uncooperative over the last 6 months with the landlord's pest control protocol and ongoing efforts to eradicate and control a bed bug problem in the building.

The landlord provided the following document evidence.

- A Bedbug Treatment Preparations sheet informing tenants of the preparation requirements before treatments for Bedbugs. The parties agreed the tenant received the treatment preparation sheet in early 2016.
- A Service Inspection Report dated January 25, 2016 from the landlord's pest control contractor stating that the tenants unit was not prepared for treatment, and treatment not done. Report noted areas not ready for treatment and identifying that tenant make sure they read and follow the information given to prepare for treatment. Rebooked appointment recommended.
- A Service Inspection Report dated February 17, 2016 from the landlord's pest control contractor stating "No treatment". Unit not prepared

- A Service Inspection Report dated February 25, 2016 from the landlord's pest control contractor stating that the tenants unit was poorly prepared for treatment, and treatment done solely on the sofa and bed. Found live adult bedbugs on box spring. 9 pieces of wood furniture still loaded with contents
- A Service Inspection Report dated April 21, 2016 from the landlord's pest control contractor stating that the tenants unit was inspected in addition to 9 other units for bedbugs, utilizing a K9 (dog). The tenant's unit was the sole unit identified as having bedbugs in the bed, blue wicker area, blue sofa, and live activity in the curtains below the bed.
- Letter to tenant dated May 09, 2016 advising tenant as to the history of poor preparation for bedbug treatments and recent identification of bed bug activity in the unit. The tenant acknowledged receiving the letter. Letter identified the seriousness of the problem and the consequences for other tenants in the complex, and need for co-operation by the tenant. Letter also stated that new appointment for treatment was made for May 11, 2016, with warning of potential for a Notice to End for Cause.
- A Service Inspection Report dated May 11, 2016 from the landlord's pest control contractor stating that the tenants unit was poorly prepared for treatment. Limited access. Unable to treat most areas. "Lots of Diatomaceous Earth on baseboards and carpet". Live (bedbugs) and eggs found on sofa. "Highly recommend sofa for removal".
- Letter to tenant dated May 12, 2016 advising tenant of the unsuccessful May 11, 2016 treatment attempt and that the problem requires immediate attention. The
- tenant acknowledged receiving the letter. Letter identified the seriousness of the problem stated that new appointment for treatment was made for May 18, 2016. Letter reminded tenant of need for proper preparation and warned of possible Notice to End for Cause.
- The parties agreed that on May 18, 2016 the tenant denied access to the pest control contractor. The tenant testified the May 18, 2016 date was destined for a general inspection, not for bedbugs, as they had been treating for bedbugs themselves and were being successful.
- A Service Inspection Report dated June 06, 2016 from the landlord's pest control contractor stating that the tenant was home and denied access for treatment. Report reiterated previous inspection identifying high activity and non-treatment due to lack of preparation. Specific items recommended, "must be treated or removed or infestation WILL continue".
- Notice to End for Cause issued June 14, 2016 stating an effective date of July 31, 2016, with a letter identifying the reason for the Notice.

### *Tenant's Response*

The tenant claims that the landlord's efforts respecting their pest control protocol and treatment for bedbugs is onerous, and that they have spent hundreds of dollars themselves on store-bought treatments for bedbugs and as a result, to their knowledge, they do not have bedbugs anymore.

### **Analysis**

The Act and other referenced publications are available at [www.bc.ca/landlordtenant](http://www.bc.ca/landlordtenant).

I have reviewed and reflected upon all the relevant submissions to this matter. On the preponderance of all the relevant evidence of the parties and on balance of probabilities, I find as follows.

I find the landlord's evidence, generally, has successfully shown the tenant has repeatedly the landlord's concerted efforts to eradicate bedbugs from the residential property. I find the landlord extended numerous reminders to the tenant to comply with the bedbug treatment protocol and requests aimed at accommodating the landlord's responsibilities and due diligence toward ensuring the rights and obligations to all tenants of the residential property. I find the evidence of the tenant's non-compliance with the landlord's efforts and their focus of eradicating the bedbugs on their own rather than accommodating the landlord's efforts noteworthy of the tenant's lack of co-operation with the landlord's concerns, which under the circumstances I find are reasonable.

As a result, I find the landlord has established sufficient cause to end the tenancy. I find the Notice to End Tenancy for Cause to be valid for the reason pursuant to 47(1) (d) *the tenant or a person permitted on the residential property by the tenant has:*

- (i) significantly interfered with or unreasonably disturbed another occupant or the landlord of the residential property,*
- (ii) seriously jeopardized the health or safety or a lawful right or interest of the landlord or another occupant*
- (iii) put the landlord's property at significant risk*

As a result the tenant's application is effectively **dismissed**.

**Section 55** of the Act, in relevant part, states as follows. (emphasis mine)

#### **Order of possession for the landlord**

- 55** (1) If a tenant makes an application for dispute resolution to dispute a landlord's notice to end a tenancy, the director **must grant to the landlord an order of possession** of the rental unit if

(a) the landlord's notice to end tenancy complies with section 52 *[form and content of notice to end tenancy]*, and

(b) the director, during the dispute resolution proceeding, dismisses the tenant's application or upholds the landlord's notice.

I find that the landlord's Notice to end dated June 14, 2016 complies with Section 52 of the Act and is valid. As the effective date of the Notice to End, July 31, 2016, has passed the landlord is entitled to an immediate Order of Possession.

### **Conclusion**

The tenant's application **is dismissed**.

**I grant** the landlord an **Order of Possession effective 2 days from the day it is served** on the tenant. The tenant must be served with the Order of Possession.

Should the tenant fail to comply with the Order, the Order may be filed in the Supreme Court of British Columbia and enforced as an Order of that Court.

**This Decision is final and binding on both parties.**

*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: August 03, 2016

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Residential Tenancy Branch

