



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes ERP, CNC, OPR, MNR, FF

Introduction

This hearing was convened in response to applications by the landlord and the tenants.

The landlord's application is seeking orders as follows:

1. For an order of possession based on unpaid rent;
2. For a monetary order for unpaid rent; and
3. To recover the cost of filing the application.

The tenants' application is seeking orders as follows:

1. To cancel a 1 Month Notice to End Tenancy for Cause;
2. To make repairs to the unit, site or property; and

Preliminary and Procedural matter

Landlord's application

This matter was set for hearing by telephone conference call at 9:30 A.M on this date. The line remained open while the phone system was monitored for ten minutes and the only participant who called into the hearing during this time were the tenants. Therefore, as the Applicant landlord did not attend the hearing by 9:40 A.M, and the tenants appeared and were ready to proceed, I dismiss the landlord's application without leave to reapply.

Tenants' application

The tenants attended the hearing. As the landlord did not attend the hearing, service of the Notice of Dispute Resolution Hearing was considered.

The Residential Tenancy Branch Rules of Procedure states that the respondent must be served with a copy of the Application for Dispute Resolution and Notice of Hearing.

The tenants testified the Application for Dispute Resolution and Notice of Hearing were sent by registered mail on July 5, 2016

Further, the landlord's filed their application to be crossed with the tenants' application. I find that the landlord has been duly served in accordance with the Act.

In a case where a tenant has applied to cancel a Notice, Rule 7.18 of the Residential Tenancy Branch Rules of Procedure require the landlord to provide their evidence submission first, as the landlord has the burden of proving cause sufficient to terminate the tenancy for the reasons given on the Notice.

As the landlord has not attended the hearing to prove cause sufficient to terminate the tenancy, I find it appropriate to cancel the 1 Month Notice to End Tenancy for Cause, issued on June 29, 2016. The Tenancy will legally continue.

issues to be Decided

Should the landlord be ordered to make repairs?

Background and Evidence

The tenants testified that they discovered that their rental unit had bedbugs in March 2016. The tenants stated that they have no idea how they entered their unit.

The tenants testified that they contacted the landlord's agent in March 2016 and they were told that the bedbug issue was their problem. The tenants stated the landlord did not attend or send a pest control company to inspect. The tenants stated that the infestation is getting out of control. The tenants stated that they feel they are not responsible for the infestation or treatment and that they cannot afford the cost of treatment in any event.

Analysis

Based on the above, the testimony and evidence, and on a balance of probabilities, I find as follows:

The introduction of bedbugs in a unit often occurs without the person having any knowledge they are doing so and without the person acting negligent.

Section 32 of the Act provides that a landlord and tenant both have statutory duties to repair and maintain a residential property.

In this case, the landlord has not attended the rental premises or had the rental unit inspected by a qualified pest control company since they became aware of the problem of bedbugs in March 2016. Simply stated that they are not responsible based on no

professional inspection to determine the source of the bedbugs is neglectfully as it may be impossible to prove the tenants were neglectful in their actions. Further, knowing a problem exists and do nothing may make the landlord liable should the bugs spread to surrounding unit.

The Under the Residential Tenancy Policy Guideline #1, Property Maintenance, pest control is the landlord's responsibility.

Therefore, **I Order** the landlord to have a certified pest control company attend the rental unit to inspected the unit no later than September 9, 2016.

Should bedbugs be discover, **I Order** the landlord to have the bedbugs treated and continue the treatment until the pest control company has determined the bugs no longer exist.

Should the landlord fail to comply with my Orders the tenants may be entitled to compensation.

Further, I Order the tenants to comply with the direction of the landlord and the pest control company, as often the tenants will be required to prepare the unit for inspection and treatment.

Should the tenants fail to comply with my Order, the landlord may have grounds to end the tenancy.

Should the pest control company be able to determine the direct source that the bedbugs entered the unit and should the source be from neglect of the tenants. Then the landlord is entitled to make a claim against the tenants to recover the cost of treatment. The onus is on the landlord to prove any claim they may have.

Conclusion

The landlord's application is dismissed. The 1 Month Notice to End Tenancy is cancelled. The tenancy will continue.

The landlord is Ordered to have a qualified pest control company inspect the rental unit no later than September 9, 2016. Should bugs be found the landlord is Ordered to follow the recommendation of the pest control company for treatment.

The tenants are Ordered to allow the landlord and the pest control company to inspected the rental unit. The tenants must comply with all instruction that is necessary to inspect and treat the unit.

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 18, 2016

Residential Tenancy Branch