



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding EQUITABLE REAL ESTATE INVESTMENT LTD
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC

Introduction

On September 1, 2016, the Tenant submitted an Application for Dispute Resolution asking to cancel a 1 Month Notice to End Tenancy for Cause dated August 25, 2016.

The matter was scheduled as a teleconference hearing. Both parties appeared at the hearing. The hearing process was explained and the participants were asked if they had any questions. Both parties provided affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and make submissions to me.

I have reviewed all oral and written evidence before me that met the requirements of the rules of procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issues to be Decided

- Does the Landlord have cause to end the tenancy?
- Is the Landlord entitled to an order of possession?

Background and Evidence

Both parties testified that the tenancy commenced on May 1, 2007, as a month to month tenancy. Current rent in the amount of \$1,078.00 is due on the first day of each month. The Landlord received a security deposit in the amount of \$43.94 on behalf of the Tenant.

The Landlord testified that there was a bedbug infestation within the rental property in 2014. The Landlord testified that the Tenant was approached and asked about the bedbugs and the Tenant admitted that he had a bedbug problem but was afraid to report the problem. The Landlord testified that the bedbug problem affected 16 units and took 6 months to contain at a significant cost to the Landlord. The Landlord stated that the Tenant was responsible for the bedbug infestation.

The Landlord testified that the Tenant has recently reported, on two occasions, that he has seen bedbugs in his rental unit. The Landlord testified that the Tenant let the Landlord know about the bedbugs immediately and the Landlord arranged for treatment. The Landlord stated that the Tenant is bringing the bedbugs into the rental property.

The Landlord testified that she issued the Tenant a 1 Month Notice To End Tenancy For Cause dated August 25, 2016. The reasons to end the tenancy within the 1 Month Notice are as follows:

Tenant or a person permitted on the property by the Tenant has:

- Significantly interfered with or unreasonably disturbed another occupant or the Landlord
- Seriously jeopardized the health or safety or lawful right of another occupant or the Landlord
- Put the Landlord's property at significant risk

The Tenant testified that he received the 1 month Notice on August 25, 2016.

The Tenant testified that in 2014, he admitted to the Landlord that he had a bedbug problem, and he testified that he had the problem for about 1.5 years. He testified that he was scared he would be evicted if he reported the problem.

The Tenant testified that following the bedbug problem in 2014, the Landlord asked him to report to the Landlord if he saw any more bedbugs. The Tenant testified that in 2016, he saw one bedbug in his unit and reported it to the Landlord immediately. The Tenant also testified that he reported seeing a bedbug in August 2016. The Tenant testified that he does not know how the bedbugs got into his unit.

The Landlord testified that the Tenant did report that there were bedbugs in his unit in 2016. After the first report, a pest control company attended but found no bedbugs. After the second report of bedbugs in August 2016, a pest control company attended and found a mild infestation. The Landlord testified that a mild infestation means between 10 -100 bugs. The Landlord testified that no other resident in the building has recently reported bedbugs.

The Tenant's advocate stated that there is no evidence that the Tenant brought the bedbugs into the rental property. He testified that the Tenant has not seen a bedbug in

his suite for 4 -6 weeks. He testified that the Tenant followed the Landlord's instructions by reporting the bedbugs and is a quiet responsible Tenant.

Analysis

In the matter before me, the Landlord has the onus of proof to prove that the reason in the Notice is valid. Based on the evidence and testimony before me, I make the following findings:

There may have been cause to end the tenancy back in 2014, when the Tenant failed to report a major infestation of bedbugs in his rental unit. However, the Landlord did not take steps to end the tenancy for that reason in 2014/2015.

With respect to the events in 2016, which led to the issuance of the 1 Month Notice, the Tenant testified that when he saw a bedbug he immediately reported it to the Landlord. The Landlord's testimony that the Tenant let the Landlord know immediately supports the Tenant's testimony. There is no evidence from the Landlord that the Tenant has introduced bedbugs into the rental property. Even if the Tenant did introduce bedbugs into the rental property, bedbugs can be introduced in many ways and there is no evidence that introducing the bedbugs was in the Tenant's control.

I find that the Landlord has not provided sufficient evidence to support the reasons listed in the 1 Month Notice; therefore, I cancel the 1 Month Notice To End Tenancy For Cause dated August 25, 2016.

The Tenant's application is successful. I order the tenancy to continue until ended in accordance with the Act.

Conclusion

The Tenant's application is successful. The 1 Month Notice To End Tenancy For Cause dated August 25, 2016, is cancelled.

The tenancy will continue until ended in accordance with the Act.

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 25, 2016

Residential Tenancy Branch