



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding WALL FINANCIAL CORPORATION
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC

This hearing dealt with an application from the tenants under the *Residential Tenancy Act* (the *Act*). The tenants applied for:

- cancellation of the landlord's 1 Month Notice to End Tenancy for Cause (the 1 Month Notice) pursuant to section 47;

Both parties attended the hearing and were given a full opportunity to be heard, to present their sworn testimony, to make submissions, to call witnesses and to cross-examine one another. Both parties confirmed that they exchanged documentary evidence with each other.

Issue to Decide

Should the landlord's One Month Notice be cancelled? If not, is the landlord entitled to an Order of Possession?

Background and Evidence

The landlord gave the following testimony:

The tenancy began on or about October 6, 2012 and is ongoing on a month to month basis. There is a signed tenancy agreement. Rent in the amount of \$865.00 is payable in advance on the first day of each month. The landlord stated that on December 7, 2016 she served the tenants a One Month Notice to End Tenancy for Cause. The landlord stated that the notice was issued on the grounds that "*the tenants seriously jeopardized the health or safety of another occupant or the landlord and breached a*

material term of the tenancy agreement that was not corrected within a reasonable time after written notice to do so”.

The landlord testified that the bedbugs were discovered in the building in early September 2016. The landlord testified that the subject tenants advised the bedbug technician that they had bedbugs in their suite and were dealing with it on their own. The landlord testified that the tenants did not report that they had bed bugs as they are required to. In addition, the landlord testified that the tenants have not cooperated with bedbug technician by not properly preparing their unit for spraying. The landlord testified that the tenants left exposed food, clothing, and toys strewn about the floor in contravention of the directions given on how to prepare their unit for spraying. The landlord testified that at least 48 hours' notice was given each time to the tenants to prepare for the spraying along with an instruction sheet. The landlord testified that if the tenants had reported the bedbugs immediately, three sprayings would have resolved the problems in a very short time, but, because the tenants didn't report the issue and abide with the pre spray preparation the matter is now in its fifth month requiring a ninth treatment.

CM gave the following testimony. CM testified that her life has been greatly impacted by the ongoing bedbug issue. CM testified that because the subject tenants didn't report that they had bedbugs, bedbugs have infested her suite causing great distress to her, her daughter and granddaughter who has significant health issues. CM testified that they have had to resort to putting all of their personal items in containers out of fear of the bed bugs. CM testified that she has over 80 sealed containers in her suite. CM testified that her granddaughter has constant anxiety while in the unit for fear of the bedbugs.

The landlord testified that she requests an order of possession.

The tenants gave the following testimony. The tenants testified that they didn't know that they weren't prepping incorrectly. The tenants testified that they are working as best they can with the landlord and want to try to resolve the issue as much as the landlord. The tenants testified that they are only aware of three sprayings that have occurred and not the eight that the landlord alleges. The tenants testified that they are making all efforts to find alternative housing but have been unsuccessful to date. The tenants testified that the bedbugs are not a danger and are a natural insect like a flea and that the spray is more harmful than the bugs. The tenants testified that they feel that they have abided by the landlords request and feel that they have done nothing wrong.

Analysis

While I have turned my mind to all the documentary evidence and the testimony of the parties and the witnesses, not all details of the respective submissions and arguments are reproduced here. The principal aspects of the hearing and my findings are set out below.

When a landlord issues a notice under Section 47 of the Act they bear the responsibility in providing sufficient evidence to support the issuance of that notice. The landlord submitted extensive documentation showing; the notice of spraying, amount of times the unit was sprayed, a detailed instruction sheet on how to prepare for the spraying and cautions about inadequate preparation. I find that the landlord did advise the tenants that their preparation was lacking as early as September 21, 2016 and that the tenants did not correct that issue at any time. In addition, because of that lack of preparation the bedbugs spread into the adjacent unit greatly impacting CM and her family. Based on all of the above, the documentation before me and on a balance of probabilities, the landlord has satisfied me on both grounds for which they issued the One Month Notice to End Tenancy for Cause. The tenancy must end.

Based on the above facts I find that the landlord is entitled to an order of possession pursuant to Section 55 of the Act. 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.

Conclusion

The One Month Notice to End Tenancy for Cause dated December 7, 2016 with an effective date of January 31, 2017 is of full effect and force. The landlord is granted an order of possession. The tenancy is terminated. The tenants' application is dismissed.

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: January 12, 2017

Residential Tenancy Branch