



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding HARVEST PROPERTIES LTD C/O HUNTER MCLEOD REALTY CORP
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC

Introduction

This hearing dealt with the tenants' application under the *Residential Tenancy Act* (the *Act*) to cancel 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 affirmed testimony, to make submissions and to call witnesses. The tenant represented himself with the assistance of his advocate. The tenant confirmed he spoke for both co-tenants. The corporate landlord was represented by its agent DC (the "landlord").

As both parties were in attendance, I confirmed that there were no issues with service of the landlord's 1 Month Notice, the tenant's application for dispute resolution or either party's evidentiary materials. The parties confirmed receipt of one another's materials. In accordance with sections 88 and 89 of the *Act*, I find that the tenants were duly served with the landlord's 1 Month Notice, the landlord with the tenants' application for dispute resolution and both parties with their respective evidence.

Issue(s) to be Decided

Should the landlord's 1 Month Notice be cancelled? If not is the landlord entitled to an Order of Possession?

Background and Evidence

The tenant has been residing in the rental unit for over two decades. The current monthly rent is \$1,035.00. The rental building is a multi-unit building approximately 60 years old.

The landlord testified that the rental building has had ongoing issues with bedbugs for several years. The landlord said that the tenants keep their rental unit in terrible, messy conditions which has led to bedbugs multiplying and thriving within the unit. The landlord said that as a result the rental building continues to be plagued by bedbugs and several other rental units are affected. The landlord said that while he does not believe that the bedbugs are solely caused as a result of the tenants, their inability to maintain their rental unit in a state of reasonable cleanliness allows the pests to thrive. The landlord said that the tenants failed to report the presence of bedbugs for an unreasonable period of time and thus the bedbugs were untreated. The landlord said that the rental unit is cluttered and filthy. The landlord said that the tenants have old furniture in their rental unit which are a breeding ground for the bedbugs.

The landlord testified that they have a regular contract with a pest control company who attends to perform inspections and work as required. The landlord said that the tenants do not take reasonable steps to clean their rental unit to allow the pest control company to perform their work. The landlord submitted into written evidence the service inspection reports prepared by the pest control company. The landlord said that the 1 Month Notice was issued as the tenants have seriously jeopardized the health or safety or lawful right of another occupant or the landlord through their unsanitary conditions. The landlord testified that while other reasons for ending the tenancy were checked off on the 1 Month Notice, the sole issue is the tenants' sanitary condition giving rise to bedbugs.

Analysis

Section 46 of the *Act* provides that upon receipt of a notice to end tenancy for cause the tenant may, within ten days, dispute the notice by filing an application for dispute resolution with the Residential Tenancy Branch. If the tenant files an application to dispute the notice, the landlord bears the burden to prove the grounds for the 1 Month Notice. In the present case the landlord must show, on a balance of probabilities that the tenant or a person permitted on the property by the tenant has seriously jeopardized the health or safety or lawful right of another occupant or the landlord.

I find that the landlord has not provided sufficient evidence to support the reasons provided on the 1 Month Notice for ending the tenancy. The landlord testified that the tenants are not solely to blame for the bedbug infestation. The landlord said that the tenants keep their rental unit in unsanitary conditions allowing the bedbugs to multiply and thrive. Even if I were to accept this evidence, I find that the condition of the rental unit cannot be considered a serious jeopardy to the health or safety of other occupants.

Bedbugs are an unpleasant phenomenon and a nuisance but I do not find their presence to constitute a serious jeopardy to the health or safety of other residents of the rental building. I find there is insufficient evidence to conclude that the tenant has allowed the bedbugs to breed and disperse throughout the rental building and that in doing so there is a serious risk to other occupants. Furthermore, based on the service inspection reports submitted into written evidence by the landlord I find that the tenants were cooperating with the requests of the pest control company and taking reasonable steps to minimize the infestation. While I understand that the landlord believes the rental unit remains in an unsanitary state, I do not find that gives rise to sufficient cause to end a tenancy.

Consequently, I allow the tenant's application to cancel the 1 Month Notice. The Notice is of no force or effect.

Conclusion

The tenant's application to cancel the 1 Month Notice is allowed. The 1 Month Notice is of no continuing force or effect. This tenancy continues 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: August 16, 2017

Residential Tenancy Branch