



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Equitable Real Estate  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      CNC

### Introduction

This is an application brought by the tenant requesting that a one-month Notice to End Tenancy be canceled.

A substantial amount of documentary evidence and written arguments has been submitted by the parties prior to the hearing. I have thoroughly reviewed all relevant submissions.

I also gave the parties the opportunity to give their evidence orally and the parties were given the opportunity to ask questions of the other parties.

All testimony was taken under affirmation.

### Issue(s) to be Decided

The issue is whether or not to cancel or uphold a Notice to End Tenancy that was given for cause.

### Background and Evidence

The parties agree that this tenancy began on May 1, 2007 and that the monthly rent is \$1161.00 which is due on the first of each month.

The parties also agree that, at this time, there is no rent outstanding, and rent is been paid for the month of March 2018.

The parties also agree that a one-month Notice to End Tenancy was posted on the tenant door on January 11, 2018, giving the following reasons for ending the tenancy:

- tenant or a person permitted on the property by the tenant has:
  - significantly interfered with or unreasonably disturbed another occupant or the landlord

- seriously jeopardize the health or safety or lawful right of another occupant of the landlord
  - put the landlord's property at significant risk
- tenant or a person permitted on the property by the tenant has caused extraordinary damage to the unit.

The landlord testified that this tenant has had bed bugs in his rental unit five times since 2014.

The landlord further testified that, the first time he had bed bugs, he did not tell us for five months and as a result it spread throughout the building, as he would take his laundry down to the laundry room and shake out the bedbugs before cleaning it. This was discovered because we are able to track who entered the laundry room, and it was his key fob that was used right before the bedbugs were discovered on the floor of the laundry room.

The landlord further testified that this is been a very serious and expensive proposition, and has cost them over \$20,000 so far first to, initially get rid of the bad drugs that had spread due to the tenant's failure to inform them of the bedbugs, and for ongoing the treatments in the tenant's unit.

The landlord further testified that they now do regular bedbug inspections in the building and they have not found any bedbug infestations in any other suites on any of those inspections, except once and that was in the bedroom of the suite adjoining this applicant suite and the bedbugs had traveled through the wall from an infestation in this tenant's suite.

They have found bedbugs in this tenant suite now a total of five times and most recently they were found again in January of 2018 and that is why they have given the Notice to End Tenancy, because the tenant does not seem to be taking any reasonable precautions to stop bringing bedbugs into the rental unit.

The landlord further states that this is not only expensive to continue treating this tenant Suite for the repeated bedbug infestations, but it poses a threat to the other tenants in the building, and in fact they have lost tenants due to the bedbug issue.

The tenant testified that he believes he is just being singled out as there have been 18 other suites in this rental building that have had bed bugs in the past. He further states that bedbugs can come into the rental unit in many ways, and can be as simple as walking and getting some on your shoes.

The tenant further testified that, it is his belief that, the problem is the building, and the only reason they are finding bedbugs in his unit is because his unit is the only one they check.

The tenant further stated that it's unreasonable of the landlord to expect that he should not be able to go outside his rental unit for fear of picking up bedbugs somewhere, and he is therefore requesting that this Notice to End Tenancy be canceled.

In response to the tenant's testimony the landlord testified that this tenant suite is not the only unit that they check, they have the pest control company come in every month and do random checks of the units throughout the building, and the only one they ever find any bedbugs in is the applicants.

The landlord's therefore request that the Notice to End Tenancy be upheld.

### Analysis

It is my finding that the landlords have shown that this tenant is repeatedly bringing bedbugs into the rental property, and it is my finding that the tenant is not taking sufficient precautions to ensure that he does not continue to re-infest his unit with bedbugs.

It is not clear, how the tenant is bringing bedbugs into his rental unit, however the fact that it only appears to be happening in his unit, and none of the other units in the building confirms for me that this is not a problem with the building, as claimed by the tenant, but is a problem caused by the tenant himself.

The landlord has provided clear evidence from the pest control company that shows that the bed bug problem is originating from this tenant's unit and has so, on an ongoing basis

Further, the tenant's failure to take proper precautions to prevent these ongoing infestations of bedbugs puts the building and the other tenants in the building at risk of being adversely affected by the bedbug infestations.

It is my decision therefore pursuant to section 62 of the Residential Tenancy Act that I dismiss this application to cancel the Notice to End Tenancy and this tenancy will end at the end of March 2018, as rent is paid up until that date.

Section 55 of the Residential Tenancy Act states:

**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.

In this case I have examined the Notice to End Tenancy and it is my finding that it does comply with section 52 of the Act.

### Conclusion

I therefore dismiss this application without leave to re-apply, and, having determined that the landlord's notice to end tenancy complies with section 52 of the Act, I have issued an Order of possession, pursuant to Section 55 of the Act, for 1:00 p.m. on March 31, 2018.

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: March 13, 2018

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Residential Tenancy Branch