



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding MAINSTREET EQUITY CORP
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC OLC

Introduction

This hearing was convened as a result of the Tenants' Application for Dispute Resolution, made on June 20, 2018 (the "Application"). The Tenants applied for the following relief, pursuant to the *Residential Tenancy Act* (the "Act"):

- an order cancelling a One Month Notice to End Tenancy for Cause, dated June 17, 2018 (the "One Month Notice"); and
- an order that the Landlord comply with the *Act*, regulations, and/or the tenancy agreement.

During the hearing, the Tenants, M.S.R., and A.B. agreed the Landlord is the corporation named in the tenancy agreement, a copy of which was submitted into evidence. Accordingly, pursuant to section 64 of the *Act*, and with the agreement of the parties, I amend the Application to reflect the correct name of the Landlord.

The Tenants attended the hearing at the appointed date and time. M.S.R. and A.B. attended the hearing as agents of the Landlord. All in attendance provided affirmed testimony.

The Tenants testified the Application package was served on the Landlord by delivering a copy to the Landlord's office. M.S.R. acknowledged receipt. In addition, M.S.R. testified the Landlord's documentary evidence was served on the Tenants by registered mail. The Tenants acknowledged receipt. No issues were raised during the hearing with respect to service or receipt of the above documents. Pursuant to section 71 of the *Act*, I find the above documents were sufficiently served for the purposes of the *Act*.

The parties were given an opportunity to present evidence orally and in written and documentary form, and to 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.

Issue to be Decided

Are the Tenants entitled to an order cancelling the One Month Notice?

Background and Evidence

The parties agreed the tenancy began on May 1, 2011. The parties were unable to confirm the amount of rent currently due but the amount of rent due is not at issue in this proceeding. The parties agreed the Tenants paid a security deposit in the amount of \$375.00, which is held by the Landlord.

The Landlord wishes to end the tenancy. Accordingly, the Landlord issued a One Month Notice to End Tenancy for Cause, dated June 17, 2018 (the "One Month Notice"). The One Month Notice was issued on the basis that the Tenants have put the Landlord's property at significant risk. The Tenants' Application acknowledged receipt of the One Month Notice on June 17, 2018. A copy of the One Month Notice was submitted into evidence.

On behalf of the Landlord, A.B. testified that bed bugs were discovered in the rental unit during an annual inspection on June 17, 2018. However, the problem was not reported by the Tenants. A.B. suggested the problem had persisted for at least six months. The adjacent units were given a "dust treatment" as a precaution, although no bed bugs were discovered. A.B. suggested the Landlord's property was put at risk because bed bugs are generally not desirable, and because chemicals used during treatment present a risk to other tenants. In addition, A.B. referred to a report from the pest control company, dated June 17, 2018, noting "MEDIUM BB ACTIVITY".

The Tenants denied the presence of bed bugs in their unit. They testified that they advised the Landlord's agents that they were receiving bites at the time of the inspection, but that they were unaware of the presence of bed bugs. M.J. suggested the Tenants believed there might be spiders in the rental unit. M.J. also testified that other tenants bring items off the street into the rental property, which may be a source of bed bugs.

The Tenants did not present evidence with respect to their request for an order that the Landlord comply with the *Act*, regulations, and/or the tenancy agreement.

Analysis

Based on the documentary evidence and oral testimony provided during the hearing, and on a balance of probabilities, I find:

Section 47 of the *Act* permits a Landlord to take steps to end a tenancy for cause in the circumstances described therein. In this case, the Landlord wishes to end the tenancy on the basis that the Tenants have put the Landlord's property at significant risk.

In this case, I accept the Landlord's evidence confirming bed bugs were discovered in the Tenants' rental unit during the inspection on June 17, 2018. The pest control company report refers to "MEDIUM BB ACTIVITY". However, I am not satisfied that the presence of bed bugs in the Tenants' rental unit, while undesirable, put the Landlord's property at significant risk. Accordingly, I order that the One Month Notice is cancelled. The tenancy will continue until otherwise ended in accordance with the *Act*.

Conclusion

I order that the One Month Notice is cancelled. The tenancy will continue until otherwise 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, 2018

Residential Tenancy Branch