



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding CAPILANO PROPERTY MANAGEMENT
SERVICES and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC

Introduction

The tenants apply to cancel a one month Notice to End Tenancy dated July 22, 2019. The Notice declares a number of grounds provided in s. 47 of the *Residential Tenancy Act* (the “Act”) as lawful grounds for ending a tenancy. In the “Details of Cause” portion of the Notice the landlord has stated:

The tenants in unit #319 have failed to prep for multiple bed bug treatments in their unit. Due to this it leaves the rest of the building in jeopardy [*sic*] of becoming infested. The landlords have stressed the importance of having the unit fully prepared for treatment but after 3 bed bug treatments not only have the tenants failed to prep the unit but it has gotten more infested with bed bugs.

Both parties attended the hearing, the landlord by its representative Mr. P., and were given the opportunity to be heard, to present sworn testimony and other evidence, to make submissions, to call witnesses and to question the other. Only documentary evidence that had been traded between the parties was admitted as evidence during the hearing.

Issue(s) to be Decided

Have the tenants failed to properly prepare their rental unit for bed bug treatments? If so, does it amount to a violation of one of the grounds listed in s. 47 of the *Act* and noted in the Notice?

Background and Evidence

The rental unit is a two bedroom apartment in a three floor apartment building containing about 65 rental units. The tenancy agreement is in writing. The tenancy

started in December 2018. The monthly rent is \$1100.00, due on the first of each month, in advance. The landlord holds a \$537.50 security deposit and a \$200.00 pet damage deposit.

Mr. P. for the landlord shows that in May 2019 it was discovered that there was a bed bug problem in the building. There is no dispute that it was necessary to view, test and treat the tenants' rental unit as part of the solution. Bed bugs were found in the unit and the landlord's exterminators commenced a treatment program.. In preparation for each treatment Mr. P. says the landlord would send the tenants a "prep sheet" directing them on how to make their rental unit ready for a treatment.

Mr. P. says the tenants failed to comply with the prep sheet. He submits a May 15 report from the exterminators hired by the landlord, which confirmed the existence of bed bugs in the rental unit. The next day the unit was treated for bed bugs by the exterminators.

The exterminators attended for a second treatment on June 27. Their report notes that there was some "clutter" in the rental unit as well as sanitary issues.

The exterminators attended for a third treatment on July 10. Their report notes that bed bug activity was "minimal" compared to the previous treatment. It noted there was still "clutter" and that some baseboards were not accessible.

The exterminators attended for a fourth treatment on July 18. Their report notes some undefined "clutter" still existed in the rental unit. They recommended that for future treatment bagged clothing be dried and the bags sealed tightly.

Mr. P. confirms that the bed bug problem in this apartment building is now under control.

Mr. P. had not filed a copy of any preparation report said to have been issued by the exterminator or given to the tenants.

Analysis

It was not necessary to call on the tenants to respond to the landlord's evidence.

The ending of a tenancy is a very serious matter. The burden of proof to show good cause is on the landlord. While the standard of proof is on a balance of probabilities, because of the serious results involved, convincing and cogent evidence is required.

In this case it is not reasonably possible to determine that the tenants defied or ignored a bed bug treatment “preparation sheet” without having that document filed before the hearing, a copy served on the tenants and the document adduced as evidence at the hearing. Additionally, on the evidence presented by the landlord it cannot be said with any certainty that even had the tenants failed to comply with a preparation sheet, it had any significant negative effect on the exterminator’s efforts to eliminate the bed bugs.

Conclusion

The tenants’ application is allowed. The Notice to End Tenancy for cause dated July 22, 2019 is hereby cancelled.

This decision is not to be taken as a determination that the tenants did not significantly interfere with or jeopardize the landlord’s efforts to eradicate a bed bug infestation. It is a decision only that the evidence presented in this matter did not sufficiently demonstrate the tenants failed to comply with a preparation sheet. The tenants are cautioned that they should ensure they follow all reasonable instructions and directions in future involving such serious problems as the eradication of bed bugs in an apartment building.

This decision was rendered orally at hearing and 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: September 09, 2019

Residential Tenancy Branch