



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding M'Akola Housing Society  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      CNC

### Introduction

The tenants (hereinafter the “tenant”) filed an Application for Dispute Resolution on June 24, 2021 seeking an order to cancel the One Month Notice to End Tenancy for Cause (the “One Month Notice”). The matter proceeded by way of a hearing pursuant to s. 74(2) of the *Residential Tenancy Act* (the “Act”) on October 28, 2021.

In the conference call hearing I explained the process and offered each party the opportunity to ask questions. The tenant and the landlord attended the hearing, and each was provided the opportunity to present oral testimony and make submissions during the hearing.

The landlord confirmed receipt of the Notice of Dispute Resolution, which the tenant served to the landlord in person. The landlord provided their prepared documentary evidence to the tenant in person at the rental unit. The tenant confirmed they received the same. The tenant also confirmed they did not prepare documentary evidence for this hearing.

### Issues to be Decided

Is the tenant entitled to an order that the landlord cancel or withdraw the One Month Notice to End Tenancy for cause?

If unsuccessful in this Application, is the landlord entitled to an Order of Possession of the rental unit?

### Background and Evidence

The landlord and tenant both agreed that there was a tenancy agreement in place, signed by the tenant and landlord on July 30, 2020. The rent amount was \$1,200 per month. The security deposit paid by the tenant was \$600 and the pet damage deposit was \$600. The agreement specifies that the tenant “must maintain reasonable health, cleanliness and sanitary standards throughout the rental unit.”

The tenant lives in the rental unit surrounded by others in the building. In 2020, a pest control specialist visited the rental unit to examine the issue of bed bugs. That specialist provided a comprehensive written account that the landlord placed in evidence. This noted “bed bugs being noted on beds, behind trim, on furniture and behind electrical outlets.” They informed the tenant about post-treatment instructions, to which the tenant agreed. This involved regular vacuuming, regular washing of bedding, avoidance washing specialist-treated surfaces, and to not swap furniture or beds out during the treatments. Treats were ongoing, with the specialist visiting a total of 6 times.

The specialist noted the following:

- entering the unit was difficult, with the tenant “most of the time” asking to reschedule – This went from March 15<sup>th</sup> to 19<sup>th</sup>, and April 19<sup>th</sup> to 20<sup>th</sup> to 27<sup>th</sup> to 29<sup>th</sup>. Similarly, treatment went from June 3<sup>rd</sup> to June 7<sup>th</sup>, then cancelled on that day.
- Every time they visited “there was a new piece of furniture swapped out, leaving surfaces in the unit that do not have residual chemical on them and allowing the bed bugs to continue to feed, and breed.”
- The infestation in the rental unit spread to the neighbouring unit, with the “constant traffic” of bed bugs to the neighbouring unit being very stressful for that neighbour.
- The tenant was using off-the-shelf sprays that make the bugs resistant to chemical treatment. The specialist noticed new cans on subsequent visits.

The specialist concluded that the infestation cannot be eliminated should the tenant remain in the rental unit.

The landlord included in the evidence their note to the tenant dated November 2, 2020. This sets the date of November 5<sup>th</sup> for a pest control team visit. This states: “We have arranged this treatment several times over the past few weeks and it has been cancelled by you each time.” This advises the tenants that the problem will get worse and spread to the neighbouring units. This advises: “You are putting the landlord property at risk as well as the neighbouring units” and “Cancelling this treatment and not preparing your unit may affect your tenancy.”

In the hearing, the landlord added the following details:

- The problem spread to the neighbouring unit also on the other side of the tenant's rental unit.
- The landlord realized in this process they may have to transfer tenants from some units to other places while treatment and dealing with the issue was ongoing.
- Treatments are usually in cycles of three, with an initial spray and then two follow-ups. This takes typically a couple of weeks and the "residual treatment didn't get the full effect." The approach needs to be consistent, and here it was not.
- One of the neighbours was allergic to the bed bugs, so they went to the hospital, receiving antibiotics to stave off infection.
- The cost averaged around \$400 per visit.
- They learned of this bed bug issue from the neighbours, and not the tenant directly.
- The communication channel was direct between the tenant and the pest control specialist.

On June 16, 2021 the landlord served the tenant with a One-Month to End Tenancy For Cause (the "One-Month Notice"). This set the end-of-tenancy date as July 31, 2021. The landlord indicated the following reasons on page 2:

- ☐ Tenant or a person permitted on the property by the tenant has:
  - ☐ significantly interfered with or unreasonably disturbed another occupant or the landlord
  - ☐ put the landlord's property at significant risk
- ☐ Tenant has not done required repairs of damage to the unit/site/property/park

The form on page 3 provides space for the landlord to provide details. The landlord did so here by providing their summary on the situation. "Tenants have not followed directions from the pest control company." And: "Unit has been treated several times but the tenants will not follow the directions and the infestation has become unmanageable and has spread to the neighbouring units."

In the hearing, the tenant responded to what they heard from the landlord. They brought the following specific points:

- They only used a store-bought spray once and did not continue the use or purchase continually as stated by the pest control specialist.
- The pest control specialist said the bed was so infested it should be thrown out; therefore, they purchased a new bed, intending to cover it as instructed.
- They disposed of the old table and chairs, then disposed of the old ones.

- The tenant's children were getting sick, even to the point where they needed antibiotics. Not having a vehicle, they had no other place to go when the specialist would visit for treatments. With public health restrictions in place, this limited all other available choices for sojourns out from the rental unit during the daytime. This accounts for the cancelled visits.
- Their communication was directly with the pest control specialist, whose number they received from the landlord.

The assistant aiding the tenant in this matter provided that it is a very complex situation. The tenant had a lack of community support in this situation, with no other option being made available by the landlord.

In closing, the landlord presented that the issue with bed bugs was still ongoing. Other neighbours in the building are complying with the regime for treatment of this issue. According to the landlord, the tenant's unit is not ready to finalize treatments and the infestation continues.

### Analysis

The *Act* s. 47(1) contains the provisions for cause, providing the definitive authority for a landlord ending a tenancy if one or more of the listed conditions applies.

Following this, s. 47(4) of the *Act* states that within 10 days of receiving a One-Month Notice a tenant may dispute it by filing an Application for Dispute Resolution.

In this case, the One-Month Notice was issued pursuant to s. 47 and I accept the landlord's evidence that they served this document to the tenant on July 16, 2021.

When a landlord issues a One-Month Notice and the tenant files an application to dispute the matter, the landlord bears the burden of proving they have grounds to end the tenancy and must provide sufficient evidence to prove the reason to end the tenancy.

I find the landlord has met the onus to show that, more likely than not, the tenant has significantly interfered with or unreasonably disturbed another occupant or the landlord. This is the one clause listed in s. 47(1)(d)(i) that I find applies here. Primarily this is the burden caused to other building residents who are now having to deal with a bed bug problem; this involves significant work and adjustment within their own lives to tackle the significant problem.

I accept the landlord's testimony that one other resident had to attend to the hospital because of their physical reaction to the problem.

I accept that this issue arose in the building from the tenant's own unit. I find it more likely than not their rental unit was the first in the series, and the source of the infestation. I find this was the conclusion of the pest control specialist, who recorded their assessment as that being "it was obvious the issue had been established for quite sometime."

More importantly, and in the alternative, I find the evidence is thorough in presenting that the tenant was not complying with instructions regarding no removal of furniture. This was a strict measure put in place by the pest control specialist, who knows the steps necessary to tackle the problem. The tenant admitted to furniture swapping in the hearing. I find this was exacerbating the problem, thereby constituting significant interference and unreasonable disturbance.

Also, I find the tenant is responsible for a repeated pattern of rescheduling of the treatments, and this also impacted the efforts of the pest control specialist. The tenant explained the situation in the hearing; however, there was no record or testimony from them to show they explained the situation to the landlord or the pest control agent. I find this also constitutes interference. There was nothing preventing the tenant from explaining the situation to the landlord; however, I conclude they did not and this likely would have aided the landlord in helping them to find a suitable alternative for when the treatments were ongoing and requiring specialist access.

I find the situation was unabated after the written notice from the landlord to the tenant. I find that by the tenant's failure to pay heed to the issue, they significantly interfered with or unreasonably disturbed other building residents and the landlord.

The tenant's application to cancel the One Month Notice is dismissed. The tenancy is ending.

The *Act* s. 55(1) states that if a tenant applies to dispute a landlord's notice to end tenancy and their Application for Dispute Resolution is dismissed or the landlord's notice is upheld, the landlord must be granted an order of possession if the notice complies with all the requirements of s. 52 of the *Act*. On my review, the One-Month Notice here contains all the required elements set out in s. 52.

By this provision, I find the landlord is entitled to an Order of Possession and the tenancy shall end. The tenant's Application for cancellation of the One-Month Notice is dismissed without leave to reapply.

Conclusion

Under s. 55 of the *Act*, I grant an Order of Possession to the landlord effective **November 24, 2021 at 1:00 p.m.** The landlord is provided with this Order in the above terms and the tenant must be served with this Order as soon as possible. Should the tenant fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under s. 9.1(1) of the *Act*.

Dated: November 3, 2021

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Residential Tenancy Branch