



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC

Introduction

This hearing dealt with an Application for Dispute Resolution by the tenants filed under the *Residential Tenancy Act* (the “Act”) to cancel a One Month Notice to End Tenancy for Cause, (the “Notice”) issued on April 13, 2022.

This matter commenced on June 14, 2022, as was adjourned at the request of the tenants. The interim decision issued on June 16, 2022, should be read in conjunction with this Decision. In the interim decision I made orders against the tenants.

Both parties appeared today, October 24, 2022, gave affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross-examine the other party, and make submissions at the hearing.

At the June 14, 2022, the parties confirmed receipt of all evidence submissions and there were no disputes in relation to review of the evidence submissions.

Issue(s) to be Decided

Should the Notice be cancelled?

Background and Evidence

The parties agreed that the Notice was served on the tenant’s indicating that the tenants are required to vacate the rental unit on May 31, 2022.

The reason stated in the Notice was that the tenants have :

- significantly interfered with or unreasonably disturbed another occupant or the landlord;

- seriously jeopardized the health or safety or lawful right of another occupant or the landlord; and
- puts the landlord's property at significant risk.

The landlord testified that there are ongoing issues with the sanitation of the tenant's rental unit and ongoing issues of bedbugs.

The landlord testified that the tenants always received more than 24 hours notice that the rental unit will be treated for bedbugs and in most case they try to give the tenants one full week.

The landlord testified that the January 17, and January 28, 2022, treatments were cancelled by the tenants as they claimed they had Covid.

The landlord testified that they had arranged a follow up inspection on February 9, 2022, and they had arranged for bedbug treatment for February 14, 2022, which when they attended the tenants indicated that the inspection cannot occur because they did not find a place to take their pets The landlord stated that they rebooked the bedbug treatment for February 25, 2022; however, again the tenants deny treatment because they did not make arrangements for their pets.

The landlord testified on February 28, 2022, they were able to make the first treatment and the second treatment was booked for March 11, 2022; however, when they attend the rental unit the tenants cancel that appointment as they had forgotten about the appointment. The landlord stated that March 14, 2022, rescheduled appointment had to be cancelled as the tenant's would not confirm if they had made arrangements for their pets.

The landlord testified that on March 15, 2022, the tenants sent them an email wanting all future treatments cancelled because they wanted to hire their own pest control company. The landlord stated that they responded to the tenants that they could hire their own company but must provide a proof the inspection report by the first week of April and information on treatment.

The landlord testified when they contact the tenants on April 8, 2022, for a copy of the inspection report they were sent a fraudulent document as the report itself was not accurate and when they called the pest control company that was listed on the receipt they confirmed the document was fraudulent and they had never been to the rental unit. The landlord stated that the pest control company has turned this matter over to the

police. Filed in evidence are emails to the landlord from the pest control company confirming they have never been to the rental unit and the documents is fraudulent.

The landlord testified that the tenants repeated failure to let them treat the rental unit for bedbugs, failure to have the rental unit treated for bedbugs as they wanted, and even after the interim decision was made they have failed to comply with the Order as the inspection and treatment for June 28, 2022 could not proceed as they had failed to have the rental unit properly prepared.

Filed in evidence are multiple receipts and inspection reports for pest control. Filed in evidence are emails and photographs showing the rental unit dirty.

The tenants testified that they do not deny the rental unit could not be treated on the dates given because they did not have any where for their pets to go and because their income is limited they could not afford to pay to have their pets go elsewhere as they have many pets, and it would have cost them at least \$1,000.00.

The tenants testified that they had a friend who offer to pay to have the bedbugs treated, and their friend arranged and hired a accompany that was found out later to be a scam, even though someone did attend their rental unit on April 8, 2022. The tenants stated they did not have a rental unit treated for bedbugs, only the one inspection, which their friend paid \$60.00.

The tenants confirmed that they were not prepared or ready for the treatment on June 28, 2022.

Filed in evidence by the tenants is a receipt for inspection and facebook conversation.

Analysis

Based on the above, the testimony and evidence, and on a balance of probabilities, I find as follows:

How to end a tenancy is defined in Part 4 of the Act. Section 47(1) of the Act a landlord may end a tenancy by giving notice to end the tenancy.

I have considered all of the written and oral submissions submitted at this hearing, I find that the landlord has provided sufficient evidence to show the reasons stated within the Notice.

In this case, the landlord has been attempting to have the rental unit treated for bedbugs since January 2022. Each time the landlord attends the premises with the pest control company the tenants cancels the treatment because the rental unit has not been sufficiently prepared as required for treatment or because they have not made arrangements for their pets to be off site during the treatment process.

The landlord was able to partially treat the rental unit on February 28, 2022. The pest control company reports show that the rental unit was only partial prepared for the treatment and indicates that sanitation remains a major issue in the unit, with attached photographs in the report. The photographs show the rental unit was cluttered, dirty and not prepared.

On March 11, 2022, the follow-up treatment could not be done because the tenants forgot about the appointment and did not have the rental unit prepared and the subsequent treatment for March 14, 2022, was cancelled because again the tenants did not confirm they made arrangement to remove their pets.

On March 15, 2022, the tenants informed the landlord that they wanted all future treatments cancelled because they were hiring their own pest control company to do treatments. I find this does not have the "ring of truth" and was more likely than not, an attempt to a delay the process or avoid the process all together. I find it would make no sense that the tenants would want to occur such significant costs for inspections and treatments when the landlords were fully prepared to pay and in the process of treatment for the building.

Further, I find this is not reasonable, especially when the tenants could not even afford to remove their pets even for the short duration of treatment. I also find the tenants statement that it would cost them a \$1,000.00 to have their pets go elsewhere for a short period of time, a day, does not have the "ring of truth" this amount can only be a complete fabrication.

On April 8, 2022, the tenants sent the landlord a receipt for an inspection in the amount of \$60.00 which is now the subject of fraud investigated by the police. While I cannot determine if the tenants were involved in fraud; however, I find it highly probable considering their repeated failures to have the rental unit prepared and ready for treatment.

I can put no weigh on the facebook messages, which was between the tenant's friend and the pest control company, as these could be fraudulent. I find it highly unlikely that

this person was willing to pay for ongoing treatment for bedbug, especially since the landlord had been attempting to do the treatment for an extended period of time at their own expense. The person who wrote these messages did not attend the hearing to provide sworn testimony for me to assess their credibility.

Even if the inspection and payment of \$60.00 was obtained by fraud of a 3rd party, that should not have stopped the tenant's from having the rental unit treated if that was their true intent. Rather, the tenants did nothing.

Additionally, even after I adjourned the original hearing and made orders against the tenants that they must not deny access and they must have the rental unit prepared for treatment, their behaviour has continued. On June 28, 2022, the rental unit was not prepared for treatment. The rental unit has not been treated since February 28, 2022, due to the actions and neglect of the tenants and it is only reasonably to conclude that the infestation of bedbugs has increased and the only way to ensure the infestation bedbugs is rectified is by ending the tenancy.

I find based on the above that the landlord has proven the reasons within the Notice. I find the tenant's have significantly interfered with the landlord and seriously jeopardizing the landlord's lawful rights, which is to maintain the premises. I find the tenancy legally end on May 31, 2022; I find the tenants are overholding the rental unit.

As the tenants have not paid the full rent since July 2022, I find I cannot consider extending the effective date within the Notice as this would be highly prejudicial and unfair to the landlord.

As the tenancy legally ended on the effective date of the Notice, I find the landlord is entitled to an order of possession, pursuant to section 55 of the Act, effective **two days** after service on the tenants.

Conclusion

The tenants' application to cancel the Notice, is dismissed. The landlord is granted an order of possession.

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: October 24, 2022

Residential Tenancy Branch