



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding ONNI PROPERTY MANAGEMENT SERVICES
LTD. and [tenant name suppressed to protect privacy]

DECISION

Dispute Code CNC, FFT

Introduction

This hearing was convened as a result of the Tenants' Application for Dispute Resolution made on September 28, 2022. The Tenants applied for an order cancelling a One Month Notice to End Tenancy for Cause dated September 26, 2022 (the One Month Notice) and to recover the filing fee, pursuant to the Residential Tenancy Act (the Act).

The Tenants were represented at the hearing by ST. The Landlord was represented at the hearing by GH and JS, agents. All in attendance provided affirmed testimony.

On behalf of the Tenants, ST testified that the Notice of Dispute Resolution Proceeding package was served on the Landlord by leaving a copy at the Landlord's office on October 18, 2022. GH acknowledged receipt on behalf of the Landlord. In addition, GH testified that the Landlord's documentary evidence was served on the Tenants by registered mail on October 25, 2022. ST acknowledged receipt on behalf of the Tenants.

No issues were raised with respect to service or receipt of the above documents during the hearing. The parties were in attendance or were represented and were prepared to proceed. Therefore, pursuant to section 71 of the Act, I find the above documents were sufficiently served for the purposes of the Act.

Those in attendance were given a full 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, and to which I was referred. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issue to be Decided

1. Are the Tenants entitled to an order cancelling the One Month Notice?
2. Are the Tenants entitled to recover the filing fee

Background and Evidence

The parties agreed the tenancy began on December 1, 2021. Rent of \$2,350.00 per month is due on the first day of each month. The parties agreed the Tenants paid a security deposit of \$1,175.00 and a pet damage deposit of \$1,175.00, which the Landlord holds. A copy of the signed tenancy agreement was submitted into evidence.

On behalf of the Landlord, GH confirmed the One Month Notice was served on the Tenants by attaching a copy to the Tenant's door on September 26, 2022. ST acknowledged receipt on that date. The One Month Notice is signed and dated by the Landlord, gives the address of the rental unit, states an effective date, states the grounds for ending the tenancy, and is in the approved form.

The One Month Notice was issued on the basis that the Tenants has not done required repairs of damage to the rental unit. GH testified that the Landlord incurred costs totalling \$1,720.69 to address a bedbug infestation in the Tenants' rental unit. Although these costs have been forwarded to the Tenants for repayment, the Tenants have not repaid the Landlord. In support, the Landlord submitted copies of invoices from the pest control company dated July 26 and August 10, 2022. The Landlord also submitted a copy of an email to the Tenants dated August 10, 2022, describing the reasons the Landlord believes the Tenants are responsible for these costs.

In reply, ST did not dispute that there were bedbugs found in the rental unit. She testified they were first observed in an electrical socket and in a hole in the bathroom ceiling. Bedbugs were later observed in an electrical baseboard heater. ST also acknowledged that treatments took place on July 25 and August 9, 2022. ST testified that a neighbour has also reported bedbugs.

In response, GH testified there were no reports from the pest control company supporting ST's assertion that bedbugs were found in the electrical socket. GH referred to an email dated August 3, 2022, in which the pest control technician reported that bedbugs were found in the master bedroom and the guest bedroom.

Analysis

Based on the documentary evidence and oral testimony provided during the hearing, and on a balance of probabilities, I find there is insufficient evidence before me to uphold the One Month Notice and end the tenancy.

Section 47(1)(g) of the Act permits a landlord to take steps to end a tenancy if a tenant does not do required repairs of damage to the unit. However, in this case, GH confirmed the Landlord issued the One Month Notice on the basis that the Landlord has incurred costs to address a bedbug issue in the Tenants' rental unit that have not been reimbursed by the Tenants. While I accept that bedbugs may have originated in the Tenants' rental unit, there is insufficient evidence before me that any repairs are required of the Tenants or that the Tenants interfered with the required treatment in any way. Accordingly, I find that the One Month Notice is cancelled and is of no force or effect. The tenancy will continue until otherwise ended in accordance with the Act.

The Landlord may be entitled to compensation from the Tenants, but that matter is not before me and I make no findings in that regard. The Landlord remains at liberty to apply for compensation for the treatment costs that have been incurred.

As the Tenants have been successful, I find they are entitled to recover the filing fee paid to make the application. I order that \$100.00 may be deducted from a future rent payment at the Tenants' discretion.

Conclusion

The One Month Notice is cancelled and is of no force or effect. The tenancy will continue until otherwise ended in accordance with the Act.

The Tenants may retain \$100.00 from a future rent payment in recovery of the filing fee paid to make the application.

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: November 23, 2022

Residential Tenancy Branch