

DECISION

Dispute Codes:

OPR, MNR, MNDC, MNSD, MND, OLC, ERO, RP, PSF, RPP, LRE and FF

Introduction

These applications were brought by both the landlord and the tenant.

By application of April 27, 2010¹, the landlord sought an Order of Possession pursuant to a Notice to End Tenancy for unpaid rent served on April 16, 2010. The landlord also sought a Monetary Order for unpaid rent, recovery of the filing fee for this proceeding and authorization to retain the security deposit in set off.

The tenant seeks a variety of remedies and orders arising from a bed bug infestation in the rental unit.

This matter was originally set for hearing on May 6, 2010 but was adjourned with consent due to hospitalization of the tenant.

As a matter of note, the building manager who represented the landlord at the hearing assumed his position on June 1, 2010 and was not a party to the dispute in question during material times.

In brief, the tenant had reported a bed bug infestation in his rental unit to the previous manager on March 17, 2010.

According to the tenant, the previous manager had told him that the bed bug infestation was a problem for the tenant to resolve and not the landlord. The tenant did not have the funds to pay for treatment and the problem worsened to the point where he had to leave the rental unit and has not paid rent for April, May or June of 2010.

The tenant does not wish to return to the rental unit except for a brief period to recover a few personal belonging.

Given the practical impossibility of proving the source of a bed bug infestation, for the protection of all tenants in the building, it falls to the landlord to make immediate arrangements to have a professional in pest control treat the problem. This is prescribed by section 32 of the *Act* deals with the landlord's duty to repair and maintain to a standard that complies with health, safety and housing standards required by law.

For the same reason, the practical impossibility of proving the source of the infestation, the tenant remains responsible for his own resulting losses.

Consent Agreement

In view of lack of proof of the source of the problem, the parties arrived at the following consent agreement:

1. The landlord withdraws all of his monetary claims with respect to the tenancy;
2. The tenant withdraws his claims for damage or loss;
3. The tenant agrees that the landlord shall have an Order of Possession effective at 1 p.m. on June 29, 2010;
4. The tenant will remove his remaining belongings from the rental unit by June 29, 2010.

5. The tenant agrees that the landlord may have immediate access to the rental unit for the purpose of assessing and arranging for treatment of the infestation;

Conclusion

The landlord's copy of this decision is accompanied by an Order of Possession effective at 1 p.m. on June 29, 2010.

The parties are commended for their fair minded and reasoned approach in crafting this consent agreement.

June 24, 2010