



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      RP

### Introduction

This hearing dealt with an Application for Dispute Resolution by the tenants for an order to make the landlord make repairs to the unit.

Both parties appeared, 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 to me.

### Preliminary Issue

The landlord's evidence package was filed at the Residential Tenancy Branch on April 26, 2012. The landlord sent the tenants' evidence package on April 24, 2012, by registered mail, and a Canada post tracking number was provided as evidence. Therefore, I find the tenants were deemed served with the landlord evidence in accordance with the Act.

The tenants have filed in their evidence package a list of items they will be addressing at the dispute resolution hearing. However, those items are not listed in the details of dispute.

Section 59 (2) of the Act states an application for dispute resolution must include full particulars of the dispute that is to be the subject of the dispute resolution proceedings. Therefore, only the issues listed in the details of dispute proceeded at the hearing.

### Issue(s) to be Decided

Should the landlord be ordered to make repairs to the rental unit?

### Background and Evidence

The tenancy began on January, 1, 2007. Rent in the amount of \$775.00 was payable on the first of each month. A security deposit of \$350.00 was paid by the tenants.

The tenant (SF) testified that at the start of tenancy they were promised that the carpet would be replaced in one year. The tenant stated the landlord did not provide this

agreement in writing and the property management has changed several times over the years.

The tenant (SF) testified that the carpet is now lifting and black ants appear to be coming from the carpet.

The landlord's agent testified there are no notes in the tenants' file regarding an agreement to replace the carpet within one year. The landlord's agent stated the carpet would have been only four years old at the start of the tenancy.

The landlord's agent testified that on April 18, 2012, the tenants were provided written notice that on April 20, 2012, at 10:00 a.m. the property management team would be accompanying the pest control technician to enter the tenants' unit to perform a pest inspection. This was to address the tenants' complaint regarding black ants. Also, a carpet technician was attending to address the tenants' concern regarding the carpet.

The landlord's agent testified that when they arrived at the tenants' unit on April 20, 2012, the tenants had pulled the carpet out of the wall and pulled back by about three feet.

The tenant (SF) argues that they had to pull the carpet back in order to prove they had black ants.

The landlord testified the pest control company found no evidence of black ants in the carpet as alleged by the tenants.

The landlord's agent testified that the tenants have deliberately caused damage to the carpet. The carpet technician believes the damage to the carpet was due to being pulled by force or by a sharp object and not by ants. Filed in evidence is a photograph of the carpet pulled back. Filed in evidence is a letter from the carpet company.

The landlord's agent testified the pest control technician was unable to perform a proper inspection of the tenants' unit. The landlord's agent stated the tenant (SF) denied them access to the bedroom and due to the clutter around the rental unit they were unable to inspect certain areas.

The tenant (SF) argued access was denied to the bedroom as the other tenant had asthma and did not want to be affected by the pest control spraying.

### Analysis

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

On April 20, 2012, the pest control company attended at the tenants' rental unit and found no evidence of black ants in the tenants' carpet or rental unit. However, the pest

control company's findings were inconclusive as the tenants refused the technician full access to the rental unit and due to the clutter they were unable to inspect the required areas.

The evidence of the tenant (SF) was access was denied to the bedroom as the other tenant has asthma and as a safety precaution remained in the bedroom due to the pest control company spaying the unit.

In this case, the tenant (SF) clearly knew the technician was only inspecting the unit and with verbal communication with the other tenant could have easily asked her to come out of the room and allow the inspection to take place. I do not accept the tenant's reason for not allowing access.

The evidence of the tenant (SF) was the landlord promised new carpets when they entered into the tenancy agreement. The evidence of the landlord's agent was there are no notes in the tenants' file regarding an agreement to replace the carpet and the carpet was only four years old at the start of tenancy.

The landlord had a pest control company inspect the carpet and they found no evidence of ants. The landlord had a carpet technician look at the carpet. The carpet technician believes the carpet was pulled by force which caused damage. The evidence of the tenant was the carpet was pulled back to prove black ants are in the carpet.

I find that tenants have not proven that there was an agreement to replace the carpet or that the carpet was in such a state that it needs to be replaced. I dismiss the tenants' application to have the landlord make repairs to or replace the carpet.

The tenants are cautioned that if their actions caused damage to the carpet they must repair that damage under section 32 (3) of the Act. If the tenants fail to repair the damage the landlord may have grounds under section 47 of the Act to end tenancy.

The pest control company finding were inconclusive as to whether there is a black ant problem in the tenants' unit. The tenants did not allow access to inspect the entire unit and the clutter prohibited the technician to inspection other areas. The landlord wants to ensure there is no ant infestation as alleged by the tenants.

I order the landlord to arrange a date and time with the pest control company within the next **30 days**. The landlord is to provide the tenants with proper notice of the inspection. The landlord is also to provide the tenants with proper instructions on how to properly prepare the unit for the inspection.

I further order the tenants to allow the pest control company and the property management team access to all areas of their unit for the inspection. I order the tenants are to comply with all instructions for preparing the unit for inspection.

The tenants are cautioned that if they fail to comply with this order or with the instructions to prepare the unit for inspect, the landlord may have grounds under section 47 of the Act to end tenancy, and may produce a copy of this decision in evidence in any further hearing.

Further, the tenants are cautioned not to interfere with the landlord's right to conduct business and the right of other tenants not to be unreasonably disturbed.

### Conclusion

The tenants' application to have the landlord make repairs to the unit is dismissed.

I order that the landlord have the tenants' rental unit inspection by a pest control company within 30 days.

I order the tenant to allow full access to the rental unit and to prepare their rental as instructed.

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: May 08, 2012.

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Residential Tenancy Branch