



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes ERP, OLC and RR

Introduction

This application was brought by the tenant on July 20, 2012 seeking an Order for emergency repairs, an Order that the landlord comply with the rental agreement and an Order for rent reduction to deal with either an ongoing or recurring bed bug infestation in the rental unit.

As the commencement of the hearing, the landlord's Operations Manager requested an adjournment on the grounds that she had received the tenant's most recent evidence late and because the Property Manager who is most familiar with the tenancy is on vacation.

As it turned out, 50 minutes into the hearing, it became obvious that the one-hour allotted would not be sufficient to hear all of the evidence. As the hearing had to be adjourned for that reason, I was relieved of a decision based on the question of late evidence.

However, evidence submitted by the tenant indicated she had discovered a bedbug on June 14, 2012 and continued to do so until the present hearing on August 15, 2012. The landlord attributes the delay to the tenant's refusal to prepare the rental unit for treatment. The tenant attributes the delay to the landlord's refusal to provide her with assistance and to come to agreement as to what items to remove from the unit to permit treatment.

I find that these differences do not reasonably justify such a long delay in treating the infestation which puts other units in the 105-unit complex at risk and I have ordered the parties to focus on treatment before the hearing reconvenes.

To that end the parties have promised to convene a meeting at the tenant's rental unit at 2 p.m. on Friday, August 17, 2012. The Operations Manager stated that she will personally attend as she has not had the opportunity to personally view the rental unit. She will be accompanied by the landlord's Health Services Coordinator and Tenant Support Worker.

The parties have agreed that the tenant may be accompanied by an objective witness of her choosing. The parties have also agreed that one of them may provide photographs of the rental unit to verify the state of the rental unit.

The parties will work toward a consensual agreement as to what materials need to be removed from the rental unit and do whatever is reasonable to accommodate treatment to commence at the earliest possible time and continue until the infestation is declared to have been eradicated by a person so qualified.

The parties are reminded that a bed bug infestation is a misfortune that befalls landlord and tenant equally and both are obligated to do their part in remediation – the landlord in providing pest control services and the tenant in making whatever preparation and adaptation is deemed necessary by qualified pest control personnel.

The sanctions for the landlord's failure to do so are the subject of the present application and the sanction for the tenant's failure to do so may, on an application by the landlord, result in an end of the tenancy.

The hearing will reconvene at a time and date set out in the attached Notice of Hearing and the tenant must be prepared to prove that the landlord has received such notice.

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: August 15, 2012.

Residential Tenancy Branch