



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes PSF

Introduction

This hearing dealt with the tenant's Application for Dispute Resolution seeking an order to have the landlord provide services or facilities required by law.

The hearing was conducted via teleconference and was attended the tenant, his advocate and three witnesses. While the tenant had arranged for three witnesses I only heard testimony from one of the witnesses.

The tenant testified the landlord was served with the notice of hearing documents and this Application for Dispute Resolution, pursuant to Section 59(3) of the *Residential Tenancy Act (Act)* personally on September 17, 2012 and that this service was witnessed by a third party.

Based on the testimony of the tenant, I find that the landlord has been sufficiently served with the documents pursuant to the *Act*.

Issue(s) to be Decided

The issue to be decided is whether the tenant is entitled to an order to have the landlord provide services or facilities required by law, pursuant to Section 32 of the *Act*.

Background and Evidence

The tenant testified that he has been living in the residential property since the fall of 2010 for a monthly rent of \$375.00 that is due on the first of each month and that the tenancy is on a month to month basis.

The tenant submits that for several months now his rental unit has been infested with bedbugs and that the actions taken by the landlord have been to promise to provide him with bleach which the landlord did not do and to replace the tenant's mattress with another mattress that was just as infected as the original mattress.

The tenant's witness testified that he had been hired about 6 ½ months ago by the landlord to provide maintenance services for the residential property and that when the landlord received complaints about bedbugs he provided the witness with cans of Raid to treat rooms and that the previous maintenance man had been provided with some

type of commercial surface spray. The witness stated that neither he nor the previous maintenance man was certified for the use of pesticides.

Analysis

Section 32 of the *Act* requires a landlord to provide and maintain residential property in a state of decoration and repair that complies with the health, safety and housing standards required by law, and having regard for the age, character and location of the rental unit make it suitable for occupation by a tenant.

Based on the undisputed testimony of the tenant and his witness I find the landlord has failed to comply with his obligations under Section 32 of the *Act* to maintain the rental unit in manner that makes it suitable for occupation by a tenant.

As a result and due to the nature of bedbug infestations, I make the following orders:

1. The landlord must immediately hire a certified pest control service provider to determine the extent of any bedbug infestation;
2. The landlord must then follow the recommended protocol prescribed by the certified pest control service provider to eradicate the infestation.

Conclusion

If the landlord fails to comply with these orders within a reasonable time the tenant is at liberty to file another Application for Dispute Resolution seeking either compensation for damage or loss or reduced rent until the order is complied with or both.

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 18, 2012.

Residential Tenancy Branch