



DECISION

Dispute Codes MNDC, ERP, RP and PSF

Introduction

This hearing was convened on the tenant's application of December 7, 2012 for a monetary award and orders for emergency repairs, general repairs and the provision of services or facilities required by law.

Issue(s) to be Decided

Is the tenant entitled to a monetary award and/or the various orders sought in the application?

Background and Evidence

This tenancy began on November 1, 2012 in a supportive housing building operated by the landlord to which tenant was referred after living in a homeless shelter for seven months.

During the hearing, the tenant stated that her application had arisen from two factors that she believed should have been disclosed to her before she accepted the tenancy:

- a. Shortly after moving in to the rental unit, she received notice that the unit was to be inspected for bed bugs and cockroaches;
- b. After moving in to the rental unit, she was advised by other residents that the previous occupant had passed away and it was several days before his remains were removed.

On the matter of the inspection for insect infestation, the landlord's representatives gave evidence that the inspection in question was simply part of an ongoing preventive and treatment program.

They stated that of the 46 units in the complex, four are being treated and the inspections are aimed at limiting or eradicating the problem.

The landlords stated that there had been no infestation in the subject rental unit at any time during the tenancy. The tenant concurred that she had not seen either bed bugs or cockroaches but had been discomfited by reports of them in the building.

The tenant's second concern arose when she learned that the previous occupant of her rental unit had passed away in the room and had not been discovered for several days.

The landlord's representatives submitted evidence – supported by receipts and work orders – that the rental unit had subsequently been re-painted with two coats, baseboards had been replaced and airted and the flooring had been replaced at a cost of over \$2,000.

The unit had also been treated with diatomaceous earth, a natural insecticide and preventive.

The tenant stated that she have formerly managed a rental building and had dealt with a death in a rental unit. She stated that having been familiar with the odour, she could detect it in the rental unit after the fresh paint had cured.

However, the one of the landlord's representatives stated that she had been in the rental unit approximately a month ago, and as had been reported to her by others, she had not been able to detect the odour experienced by the tenant.

Analysis

Section 32 of the *Act* provides that a landlord must:

(1) A landlord must provide and maintain residential property in a state of decoration and repair that

- (a) complies with the health, safety and housing standards required by law, and
- (b) having regard to the age, character and location of the rental unit, makes it suitable for occupation by a tenant.

In the present matter, I find that the landlord has acted diligently and appropriately in preparing the rental unit for the new tenancy. In the absence of corroborating evidence of remaining odours, I must conclude that the tenant's previous experience has made her more sensitive than others to such circumstance but that the landlord has done everything reasonable within their power to make the rental unit habitable.

As to insect infestation, I find that the absence of any such infestation in the subject rental unit throughout the tenancy, and in view of the landlord's proactive program to take preventive action and fast remedial action when necessary, I find the landlord's actions completely appropriate.

Therefore, I cannot find that the tenant is entitled to a monetary award or that orders for repairs or provision of facilities or services are warranted.

One of the landlord's representatives said that she would continue to refer the tenant's situation to the agency responsible for assisting persons in need of supportive housing in the hope of helping her to find more suitable accommodation.

Otherwise, the present application is dismissed without leave to reapply.

Conclusion

The application is dismissed without leave to reapply.

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: January 10, 2013.

Residential Tenancy Branch

