



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Ranier Holdings Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes:

OLC, RP, RR

Introduction

This hearing was scheduled in response to the tenant's Application for Dispute Resolution, in which the tenant has requested an Order the landlord comply with the Act, make repairs to the rental unit and to reduce rent for repairs, services or facilities agreed upon but not provided.

Both parties were present at the hearing. At the start of the hearing I introduced myself and the participants. The hearing process was explained, evidence was reviewed and the parties were provided with an opportunity to ask questions about the hearing process. They were provided with the opportunity to submit documentary evidence prior to this hearing, all of which has been reviewed, to present affirmed oral testimony and to make submissions during the hearing. Neither party made any written submission.

Issue(s) to be Decided

Must the landlord be Ordered to comply with the Act and to make repairs?

Is the tenant entitled to rent reduction as a result of the landlord's failure to provide services agreed upon but not provided?

Background and Evidence

The tenancy commenced on April 15, 2011. Rent is \$780.00, due on the 1st day of each month.

The tenant has made an application as the result of a bed bug infestation; cockroaches have also been seen in the unit.

There was no dispute that commencing in June 2011, reports of bed bugs were made in this 25 unit building. The tenant described a number of treatments that have been completed by 2 different professional pest control companies. The landlord and tenant

agreed that by late January 2013 a number of treatments had taken place, including a steam treatment of the tenant's unit in December, 2012. A canine service was utilized on January 29, 2013 during which 6 of the 25 units were found to have bed bugs; only 4 of those occupants asked for treatments. Within 1 week the tenant's unit was again treated for bed bugs.

From June 2012 onward the tenant recalls 4 treatments completed in his unit by the initial company hired by the landlord; a further 3 treatments were completed by a new pest control company that was hired. The tenant could not recall specific dates of treatment, but said that sometimes more than 2 or 3 weeks would go by before follow-up inspections would occur after a treatment. The tenant said that the pest control staff was told they could not make plans for further treatment and inspections unless they received approval directly from the landlord.

Discussion took place during the hearing and the landlord agreed that certain steps need to be in place to ensure elimination of the bed bugs. The landlord has been making efforts and the cost has not been insignificant. It was not disputed that treatments have not always been followed by inspections within a reasonable period of time, to ensure that new bed bugs have not hatched.

The tenant has recently contacted the local Health Authority, as he is frustrated at the continued infestation. The tenant said that the landlord has been making efforts, but that those efforts need to be better focused and that he should be able to have the pest control company complete inspections and treatments, without delay.

Discussion took place in relation to other occupants who may not be cooperating with the landlord's efforts to treat.

Analysis

In the absence of details such as specific dates treatments that have taken place or information that the inspections and treatments did not fully comply with the direction of the pest control company, I find that the tenant has, on the balance of probabilities, expressed concern only adequate to require Orders that the landlord comply with the Act. I find that the claim for compensation is dismissed.

The landlord has made attempts to respond to the issues of bed bugs; which I have found diminished the tenant's right to compensation. However, I find that there are indications that follow-up inspections and follow-up pest control treatment has been delayed. Delays in response by pest control experts could reasonably be expected to prolong an infestation.

I find that there is no doubt that the landlord wishes to take steps to eradicate bed bugs and other pests from the building and during the hearing it was not disputed that the following Order should be issued, pursuant to section 62(3) of the Act:

- That a schedule of inspections, for licenced pest control follow-up in the building, will be developed and the tenant will be given a written copy of this schedule;
- That all treatments for pest control be followed by an inspection of the treated and surrounding suites, within the time-frame suggested by the licenced pest control company, in order to establish the need for further treatments;
- That any unit that has been treated for pests, inspected as required and found to have pests will again be treated as soon as possible and as recommended by the licenced pest control company;
- That tenants will be given notice of entry, in accordance with section 29 of the Act and pest control preparation sheets will be provided each time treatment or inspection is planned for a unit;
- That any occupant who does not cooperate with pest control treatment preparation and inspections will be given notice of their responsibility to cooperate and that the landlord is expected to ensure all occupants comply with the instruction of the licenced pest control company;
- That the landlord will take steps in accordance with the Act, should any occupant fail to cooperate with attempts to eradicate the pests, as those failures can contribute to prolonged infestation and impact the quiet enjoyment of other occupants;
- That the tenant be given permission and the authority to directly contact the licenced pest control company hired by the landlord, to report the presence of bed bugs and that the landlord will give the pest control company authority to respond to reports made by the tenant, so that delays in inspection and/or treatment do not occur;
- That the landlord give the licenced pest control company the authority to share general information of the on-going need for treatment and inspections in the building with the tenant; and
- That at the time of an inspection or treatment by the licenced pest control company occupants of the affected unit will be immediately notified, either in person or by way of a note left in the unit, if any follow-up visits are required and, if so, when to expect those visits by the licenced pest control company will be scheduled.

The parties agreed that a pest control technician would inspect the tenant's room on March 5, 2012.

The landlord was encouraged to contact the Residential Tenancy Branch to obtain advice should occupants of the building fail to comply with pest eradication efforts.

The tenant has leave to reapply requesting Orders or compensation, from March 5, 2013 onward.

A copy of section 29 of the Act is appended after the conclusion of this decision.

Conclusion

This decision is final and binding on the parties, unless otherwise provided under the Act, and 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: March 05, 2013

Residential Tenancy Branch

Landlord's right to enter rental unit restricted

29 (1) *A landlord must not enter a rental unit that is subject to a tenancy agreement for any purpose unless one of the following applies:*

- (a) the tenant gives permission at the time of the entry or not more than 30 days before the entry;*
- (b) at least 24 hours and not more than 30 days before the entry, the landlord gives the tenant written notice that includes the following information:*
 - (i) the purpose for entering, which must be reasonable;*
 - (ii) the date and the time of the entry, which must be between 8 a.m. and 9 p.m. unless the tenant otherwise agrees;*
- (c) the landlord provides housekeeping or related services under the terms of a written tenancy agreement and the entry is for that purpose and in accordance with those terms;*
- (d) the landlord has an order of the director authorizing the entry;*
- (e) the tenant has abandoned the rental unit;*
- (f) an emergency exists and the entry is necessary to protect life or property.*

(2) A landlord may inspect a rental unit monthly in accordance with subsection (1) (b).

