



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding The 127 Society for Housing & JG
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNDC, LRE

Introduction

This hearing dealt with the tenant's Application for Dispute Resolution seeking a monetary order and an order to restrict the landlord's access. The hearing was conducted via teleconference and was attended by the tenant and two agents for the landlord.

Issue(s) to be Decided

The issues to be decided are whether the tenant is entitled to a monetary order for compensation for damage or loss and to an order to suspend or set conditions on the landlord's right to enter the rental unit, pursuant to Sections 29, 67, 70, and 72 of the *Residential Tenancy Act (Act)*.

Background and Evidence

The landlord submitted into evidence a copy of a tenancy agreement signed by the parties on June 12, 2007 for a month to month tenancy for the monthly rent of \$553.00 due on the 1st of each month with a security deposit of \$276.50 paid. The unit is also subsidized.

The tenant submits that landlord has been treating his rental unit for bedbugs when it is not necessary and that in making him prepare for the treatments the landlord is threatening him with eviction should not comply with the requirements set forth by the exterminator.

The tenant submits that the landlord has done this to other tenants in the residential property and that most of the other tenants are too scared to not comply with the landlord's threats or to come forward to complain about their attempts. The tenant stated several times during the hearing that he had several people who could confirm this. None of these people attend the hearing nor did the tenant submit any written statements from any other tenants.

The parties agree with the dates of treatments conducted by the landlord and their pest control contractors, however the tenant submits that after the first treatment was

completed on December 5, 2012 he hired an independent pest control contractor to check his unit for bedbugs.

The report submitted by the tenant from his independent pest controller states that on December 7, 2012 there were no bugs found. The landlord submits that the treatment on December 5, 2012 was a partial treatment to deal with the emergent need and that a follow up had been conducted on December 11, 2012. T

he landlord submits that precautionary treatments were conducted in adjacent units during this same time period. The tenant testified that this is not true; that the adjacent units were not treated. The tenant did not provide any witnesses or statements from the tenants in the adjacent units confirming or denying treatment.

The tenant submits the landlord continues to harass him to remove items (art work) from his rental unit in order to prepare for additional treatment. The landlord confirms that after the tenant continues to insist there is no bedbug problem they issued him a warning letter that he maybe breaching his tenancy agreement by impeding the landlord's pest control program.

The landlord submits that met with the tenant and agreed to use a different contractor and that another inspection was completed by the new contractor on January 4, 2013 at which time nymphs and adults were found. The tenant denies that there were adults and that there were only nymphs but that they were not bedbugs.

Additional treatments were completed on January 9, 2013 and January 16, 2013. The parties continued to have communication (written) over this period during which time the tenant suggest an alternate treatment method (steam). The landlord submits that while they had originally proposes a course of action, when the tenant objected the proposed an alternative.

Both parties provided copies of landlord's notices to enter the rental unit, either for bedbug inspections or for treatments. At the time of the hearing the parties agreed the treatment had been completed and an inspection on March 5, 2013 confirmed there were no more bedbugs.

The tenant seeks to suspend or set conditions on the landlord's right to enter the rental unit and a monetary order for \$25,000.00 as a penalty to the landlord for harassment and threatening eviction if the tenant does not comply with the requirements of the treatment.

Analysis

To be successful in a claim for compensation for damage or loss the applicant has the burden to provide sufficient evidence to establish the following four points:

1. That a damage or loss exists;

2. That the damage or loss results from a violation of the *Act*, regulation or tenancy agreement;
3. The value of the damage or loss; **and**
4. Steps taken, if any, to mitigate the damage or loss.

From the tenant's own testimony, he is not applying for compensation resulting from a loss but rather as penalty against the landlord for harassing himself and other tenants in the property over an extended period time, with regard to bedbug treatment.

A landlord is required to inform any tenant that they feel breaches portions of the *Act*, regulation or tenancy agreement that they may be breaching these things and give the tenant an opportunity to correct the situation. I find that from the correspondence from the landlord to the tenant submitted into evidence the landlord was merely informing the tenant of the potential consequences of failing to comply with the requirements to prepare for bedbug treatment.

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.

As such, the landlord has an obligation to this tenant and to the other tenants in the residential property to ensure, under Section 32, that their respective rental units are compliant with Section 32. In the case before me the landlord submits that they must follow the protocol set out by BC Housing and the local health authority and were attempting to do so during this time.

In regard to the tenant's independent contractor's bedbug assessment I note that he completed his inspection after a treatment had been completed and that it would stand to reason that at that time there may not be any activity, however all bedbug treatments require subsequent treatments to deal with any eggs that hatch after the initial treatment.

I find, based on the testimony and evidence of both parties, that the landlord has not breached the *Act*, regulation or tenancy agreement in regard to the treatment of bedbugs in the tenant's rental unit and that the tenant has not suffered any loss. In fact, I find the landlord has been specifically complying with their obligations under Section 32.

I also find that informing a tenant of the consequences of the potential outcomes to the tenancy if they fail to comply with the landlord's instructions in preparing for or completing bedbug treatment the landlord is an obligation that the landlord has and cannot, therefore, be considered a threat.

For these reasons, I find the tenant has failed to establish that he has suffered a loss that results from a violation, on the landlord's part, of the *Act*, regulation or tenancy agreement.

Section 29 of the *Act* states 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 purpose for entering and the date and time of the entry;
- c) The landlord provides housekeeping or related services under the tenancy agreement and the entry is required for those purposes;
- 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.

From the evidence and testimony provided I find the tenant has failed to provide any evidence that the landlord failed to comply with any of the above noted subsections of Section 29 and entered the rental unit contrary to the *Act*.

While the tenant submits, for example, that the adjacent units were not treated and in fact states that the landlord is lying about these treatments he has provided no evidence to support these statements. It is not sufficient to simply state something did or did not happen when it is contrary to the other party's testimony there must be additional evidence to substantiate his claims.

For these reasons, I find that the reasons for entry were substantiated as required in order for the landlord to fulfil their obligations under Section 32 to ensure the rental unit and adjacent rental unit were no longer infested with bedbugs.

Conclusion

Based on the above, I dismiss the tenant's Application in its entirety.

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: March 15, 2013

Residential Tenancy Branch