



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

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### Introduction

This hearing dealt with cross Applications for Dispute Resolution filed by both the Landlord and the Tenant.

The Landlord filed her application on September 16, 2013, in response to the Tenant's allegations that she has not taken reasonable steps to ensure the rental unit has received the required pest control treatments and to recover the cost of the filing fee from the Tenant for her application.

The Tenant filed her application on August 21, 2013, seeking an Order to have the Landlord make repairs to the unit, site or property, in the form of providing pest control.

The parties appeared at the teleconference hearing, acknowledged receipt of evidence submitted by the other and gave affirmed testimony. At the outset of the hearing I explained how the hearing would proceed and the expectations for conduct during the hearing, in accordance with the Rules of Procedure. Each party was provided an opportunity to ask questions about the process however, each declined and acknowledged that they understood how the conference would proceed.

During the hearing each party was given the opportunity to provide their evidence orally, respond to each other's testimony, and to provide closing remarks. A summary of the testimony is provided below and includes only that which is relevant to the matters before me.

### Issue(s) to be Decided

1. Should the Landlord be ordered to conduct repairs to the rental unit?

### Background and Evidence

The parties agreed they entered into a tenancy that began on April 4, 2011 for the monthly rent of \$850.00 which is due on the last day of each month. On April 4, 2011 the Tenant paid \$425.00 as the security deposit.

The Tenant testified that something has been biting her since March 2012. She indicated that she was in the emergency room on May 21, 2013, May 29, 2103, and June 7, 2013, seeking medical treatment for an infection that was the result of the bites.

The Tenant indicated that she provided her written submission as evidence that there is something biting her. She stated that she has seen numerous doctors who have told her that she is being bitten by either bed bugs or spiders. She said she did not provide letters from the doctors because they told her it was too hard to diagnose.

The Landlord began her testimony at which time the Tenant continued to interrupt, despite my explanation of proper conduct. When the Tenant interrupted a third time, at approximately 1:17 p.m., I explained that I would have to put her phone on mute so she could hear the testimony and not be able to interrupt it. She asked if she should hang up instead. I informed the Tenant that she needed to stay on the phone and listen to what was being said so she could respond. At 1:18 p.m. the Tenant disconnected from the hearing and did not sign in again prior to the conclusion of the hearing at 1:30 p.m.

The Landlord pointed to her evidence which included a detailed chronological list outlining how she hired her own pest control company to treat the rental unit. In addition, the strata corporation brought in their pest control company with a dog and sniffed the rental unit but were not able to locate any bed bugs.

The Landlord continued her testimony outlining how the Tenant's bachelor apartment was cluttered with so much stuff that the pest control company could not do a thorough job. She said she called the fire department who instructed her to ensure the Tenant had a clear exit path and to order the Tenant to remove the clutter. Since then she has instructed the Tenant to make sure that there was a path running through the apartment. There is now about a one foot in width in the apartment. She understands that the Tenant has the right to live in a manner she chooses but she does not know how to get the Tenant to remove the clutter so the pest control company can do one last treatment, if required.

After a brief discussion I informed the Landlord that she was not required to file an application to be able to respond to the Tenant's allegations. She only needed to submit evidence and attend the hearing to dispute the allegations.

### Analysis

Section 32 of the Act stipulates a landlord and tenant's obligations to repair and maintain the rental property as follows:

- 32** (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.
- (2) A tenant must maintain reasonable health, cleanliness and sanitary standards throughout the rental unit and the other residential property to which the tenant has access.
- (3) A tenant of a rental unit must repair damage to the rental unit or common areas that is caused by the actions or neglect of the tenant or a person permitted on the residential property by the tenant.
- (4) A tenant is not required to make repairs for reasonable wear and tear.
- (5) A landlord's obligations under subsection (1) (a) apply whether or not a tenant knew of a breach by the landlord of that subsection at the time of entering into the tenancy agreement.

Notwithstanding the Tenant's allegations that she is being bitten by bed bugs or spiders, I find there to be sufficient evidence to prove that the pest control company was not able to confirm the presence of bed bugs in the rental unit. That being said, there is sufficient evidence to prove the rental unit has excessive clutter and possessions which may inhibit the detection and or treatment of bedbugs or spiders.

Based on the above and in the absence of medical proof to the contrary, I find the Tenant has provided insufficient evidence to prove the presence of bed bugs or spiders in the rental unit. Therefore, I dismiss her request for pest control, without leave to reapply.

The Landlord filed a moot or unnecessary application in order to be able to respond to the allegations brought against her by the Tenant. Therefore, the Landlord's application is dismissed and no further action is required as the matters were dealt with under the Tenant's application.

I decline to award the Landlord recovery of her filing fee as her application was moot.

Conclusion

I HEREBY DISMISS the Tenant's application.

I HEREBY DISMISS the Landlord's application.

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 02, 2013

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Residential Tenancy Branch

