



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding PHS Community Services Society dba Portland Hotel Society  
and [tenant name suppressed to protect privacy]

## **DECISION**

### Dispute Codes:

MNDC, OLC, LRE

### Introduction

This hearing was scheduled in response to the Tenant's Application for Dispute Resolution, in which the Tenant has made application for a monetary Order for money owed or compensation for damage or loss; for an Order requiring the Landlord to comply with the *Residential Tenancy Act (Act)*; and for an Order setting conditions on the Landlord's right to enter the rental unit.

Both parties were represented at the hearing. They were provided with the opportunity to submit documentary evidence prior to this hearing, to present relevant oral evidence, to ask relevant questions, and to make relevant submissions.

The Tenant submitted documents to the Residential Tenancy Branch, copies of which were served to the Landlord. The Landlord acknowledged receipt of the Tenant's evidence and it was accepted as evidence for these proceedings.

The Landlord submitted documents to the Residential Tenancy Branch. The Agent for the Landlord stated that these documents were personally served to the Tenant by a different agent for the Landlord, although he does not know the date of service. The Tenant denied receipt of these documents. The Agent for the Landlord was given the opportunity to request an adjournment for the purposes of re-serving the documents to the Tenant or to proceed with the hearing with the understanding that the documents would not be accepted as evidence for these proceedings. The Agent for the Landlord opted to proceed with the hearing.

The Tenant had a witness on standby but when the Tenant asked to call the witness the Tenant was unable to locate the witness.

### Issue(s) to be Decided

Is the Tenant entitled to a monetary Order for compensation for the cost of pest control, is there a need to issue an Order requiring the Landlord to comply with the *Act*, and is there a need to issue an Order restricting the Landlord's right to enter the rental unit?

## Background and Evidence

The Landlord and the Tenant agree that this tenancy began in 2010 and that it is a subsidized housing residential complex.

The Tenant stated that she has prevented most of the bugs from entering her rental unit by covering and/or filling various potential access sites and by periodically spraying with commercial products; that she reported a problem with insects in 2011; that on two occasions the Landlord sent pest control personnel to treat her unit; that she has declined several offers to have her rental unit treated, as she was able to control the problem herself; that she does not currently have “many” insects in her unit; and that she believes the Landlord does not properly control insects in other rental units of the complex.

The Agent for the Landlord stated that this was a new building when the Tenant moved into it in 2010; that the units are well sealed; that the Landlord offers monthly inspections to tenants in an attempt to identify and resolve pest problems; that the Landlord has a contract with a pest control company and that treatment is provided whenever it is requested and/or deemed necessary; that the Tenant did report a problem with insects in September of 2011; that the Tenant has never permitted her rental unit to be treated for insects; that he is not aware of a significant infestation of insects in any rental unit in the residential complex, including the Tenant’s rental unit; that the Landlord generally respect tenant’s wishes when they decline an offer to inspect or treat, unless the Landlord is aware of a serious problem.

The Tenant is seeking compensation for the cost of supplies used to treat an insect infestation and to prevent insects from entering her rental unit. The Tenant is also seeking an order requiring the Landlord to ensure insects from other units are not entering her rental unit. The Tenant is also seeking an Order requiring the Landlord to only access the rental unit when she is home, as she believes the Landlord has entered her rental unit without lawful authority. The Agent for the Landlord stated that the Landlord has never entered the rental unit without proper authority.

## Analysis

I find that the Landlord has demonstrated a willingness to inspect and have rental units treated by a pest control technician whenever there is a concern about insects. I find that the Tenant has not availed herself of this opportunity. Although the Tenant has the right to attempt to treat/eliminate the insects without the assistance of the Landlord, I find that she is not entitled to compensation for those efforts. I find that any problems would likely be resolved if the Tenant used the services offered by the Landlord, and that she is therefore not entitled to compensation for her efforts, which are likely to be less effective than the services of a professional pest control company.

In the absence of evidence that shows there is a serious infestation in the Tenant's rental unit or in any other rental unit in the residential complex, I find that there is no need to order the Landlord to alter their current practices. In reaching this conclusion I was influenced by the testimony of the Agent for the Landlord, who stated that the Landlord offers monthly inspections to tenants in an attempt to identify and resolve pest problems; that the Landlord has a contract with a pest control company and that treatment is provided whenever it is requested and/or deemed necessary; that he is not aware of a significant infestation of insects in any rental unit in the residential complex, including the Tenant's rental unit; and that the Landlord generally respect tenant's wishes when they decline an offer to inspect or treat, unless the Landlord is aware of a serious problem. I find that the Landlord is acting reasonably and responsibly in regards to pest management in this residential complex and I find no reason to require the Landlord to take further action.

In the absence of evidence that corroborates the Tenant's testimony that the Landlord has entered the rental unit without proper authority or that refutes the Agent for the Landlord's testimony that the Landlord does not enter without proper authority, I can find no reason to set conditions on the Landlord's right to enter the rental unit. For the purposes of clarity, however, I remind the parties that the Landlord can only enter the rental unit in the following circumstances:

- the tenant gives permission at the time of the entry or not more than 30 days before the entry;
- 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, which must be reasonable and the date and the time of the entry, which must be between 8 a.m. and 9 p.m. unless the tenant otherwise agrees;
- 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;
- the landlord has an order of the director authorizing the entry;
- the tenant has abandoned the rental unit;
- an emergency exists and the entry is necessary to protect life or property.

### Conclusion

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: September 19, 2013

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Residential Tenancy Branch