



# 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**

A hearing was scheduled on September 18, 2013, in response to the tenant's application for dispute resolution, in which the tenant had 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 that hearing. In a decision dated September 19, 2013, the Arbitrator dismissed the tenant's application.

The tenant applied for a review of the decision and in a decision dated October 18, 2013; the Arbitrator ordered a review hearing to address a single portion of the tenant's application. The issue to be addressed in the review hearing is whether or not the landlord has to alter his practices to treat the pest infestation.

The parties acknowledged receipt of evidence submitted by the other and gave affirmed testimony.

### **Issue(s) to be Decided**

Is the landlord providing adequate treatment for the pest infestation or should the landlord be ordered to alter his practices?

### **Background and Evidence**

The landlord testified that the housing complex provides subsidised housing to low income persons many of whom are at risk of homelessness and have mental health or addiction challenges. The complex consists of commercial and residential units. The 125 residential units are located on five floors of the building complex.

The landlord did not dispute the presence of pests in the housing complex. The landlord has an ongoing service contract with a licensed professional pest control company. The company's technicians inspect every unit once a month and provide reports to the landlord. Based on the reports, the landlord orders additional treatment for units that require it.

The landlord filed copies of reports from September, October and November and copies of work orders for additional treatments for various units. The landlord also filed a copy of the entire schedule of monthly inspections for 2013 with the next inspection due on December 11, 2013.

The landlord testified that notices of the inspections are on display at least 24 hours in advance of the inspection date, in all common areas, in the elevators and on the doors of every unit. The tenant agreed that the notices were posted in all common areas but were not posted on all rental unit doors. However she stated that since the last hearing, the notices were posted on every rental unit door. The landlord filed copies of the notices that were posted for the inspection on November 13, 2013.

The landlord also filed a copy of the report from the pest control company regarding the November 13 inspection of the dispute rental unit. The report states that the tenant provided access to the suite but allowed the treatment to be applied to one area only. The report states that the unit was excessively cluttered and untidy and the tenant informed the technician that she did not have any bed bug issues and would not allow him to inspect for bed bugs.

The tenant agreed that an inspection was conducted on November 13, 2013. She stated that her unit was immaculate and that she did not need the treatment because the treatment consisted of applying bait that attracted the bugs from the outside into her rental unit. The tenant agreed that she permitted the technician to treat one area only.

The tenant argued that the treatment was ineffective and expensive. The tenant implied that the pest control company belonged to the landlord and that treatments could be conducted by the tenants themselves at a lower cost to the tax payers.

The landlord informed me that the next scheduled inspection was slated to take place on December 11, 2013 which is the day after this hearing. I asked the tenant whether she had plans to allow the technician to inspect the entire unit and carry out treatment as required. I was unable to clearly hear the tenant's reply, but it appeared that she was irate and simply hung up the phone and exited the conference call. The tenant did not return to the hearing by conference call.

### **Analysis**

Based on the testimony and documentary evidence of both parties, I find that the pest infestation does exist and that the landlord is taking adequate measures to control and treat it.

I further find that the landlord is in compliance with section 29 of the *Residential Tenancy Act*, and provides adequate notice to the tenant prior to entering the rental unit, to carry out monthly inspections for pests and bed bugs.

### **Conclusion**

The landlord is not required to alter his practices for pest control in the housing complex.

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: December 10, 2013

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Residential Tenancy Branch

