



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding J.E.G. HOLDING LIMITED
and [tenant name suppressed to protect privacy]

Decision

Dispute Codes: OLC, RP, PSF

Introduction

This hearing dealt with an Application for Dispute Resolution by the tenant seeking an order to force the landlord to comply with the Act, an order to force the landlord to complete necessary repairs, that the landlord provide pest control for bedbugs and an order that the landlord provide services and facilities required by law.

Both parties were present at the hearing. At the start of the hearing I introduced myself and the participants. The hearing process was explained. The participants had an opportunity to submit documentary evidence prior to this hearing, and the evidence has been reviewed. The parties were also permitted to present affirmed oral testimony and to make submissions during the hearing.

Issue(s) to be Decided

Is the tenant entitled to an order forcing the landlord to do repairs and provide services?

Background and Evidence

The tenancy began in 2001. The rent is \$630.77 and \$240.00 security deposit was paid.

The tenant testified that, the rental unit is currently overrun with a serious bedbug infestation that the landlord has not properly addressed for over a year. The tenant testified that early in 2013, a pest control company was engaged by the landlord and the tenant followed their instructions in preparing suite for fumigation. The tenant testified that after the unit was treated for bedbugs, the exterminators told her to contact them if there were any more signs of the vermin. The tenant testified that she did let them know and a second treatment was done. However, the bedbug infestation remained. According to the tenant, despite the fact that there was still insect activity, no further treatments were ever done and the pest control company would not respond to her requests to have the unit treated again. The tenant acknowledged that the matter was verbally discussed with the landlord and it was suggested by the landlord that her home was too crowded with furnishings and items that were allegedly impeding further

treatment of the suite. The tenant requests an order that the landlord be forced to comply with the Act by fumigation of the bed bugs until the problem is fully resolved.

The landlord stated that on the third and fourth visits, the pest control technicians refused to treat the unit because there was too much clutter in the way. The landlord pointed out that the tenant's bedroom had never been treated at all because it was impassable and was not being used. According to the landlord, the tenant has a surplus of large older furniture that create an ideal environment for fostering bedbugs. The landlord pointed out that the tenant also has a lot of other items, such as bolts of cloth, that are hard to treat for bedbug fumigation.

The landlord pointed out that the extermination company charges the landlord for service calls that can't be completed and the landlord stated that they were not willing to continue to make repeated orders for the suite to be fumigated under the circumstances, because the tenant has not yet sufficiently cleared out the unit.

The landlord submitted reports from the fumigation company including one dated March 13, 2013, that stated,

"Note the unit is extremely cluttered and will not be treatable until this clutter has been cleared away." (Reproduced as written)

The tenant stated that they had never seen this report until it was served as evidence. The tenant stated that the landlord has implied that the tenant must be willing to "walk away" from some of her belongings. The tenant does not feel it is fair to have to give up her personal possessions, but there is no place to store them. The tenant's position is that all of her contaminated possessions should be treated for bedbugs.

The tenant testified that there were also several outstanding repairs to complete in the suite including a ceiling that needs to be fixed, a stove and range hood that are no longer functional, and other issues.

The landlord acknowledged that the ceiling, stove and range hood should be addressed and the landlord also made a commitment to fix the ceiling and replace the stove and hood within the month. The landlord also agreed to inspect the unit further and investigate other repair concerns that the tenant may have.

Analysis

I find that section 32 of the Act provides that a landlord must provide and maintain residential property in a state of decoration and repair that complies with the health, safety and housing standards required by law, having regard to the age, character and location of the rental unit to make it suitable for occupation by a tenant.

I find that the landlord is required under the Act to competently address vermin in the suite and that the tenant is required to cooperate in the process.

With this in mind, I find the landlord must arrange a contract with a qualified pest control company to visit the tenant's suite, thoroughly assess it for current bedbug activity and specifically identify exactly what needs to be done by the tenant in order to effectively treat the premises. I order that the landlord require the technicians to write up a detailed report containing this information and to ensure that the tenant gets a copy of the report.

The expectation is that the tenant will cooperate by following the recommendations contained in the pest-control report to properly prepare the suite for fumigation and that the landlord will take reasonable steps to assist the tenant in accomplishing this.

I find it unnecessary to order the landlord to do repairs and replace the stove and fan hood, as the landlord made a commitment to finish this within one month and to investigate other concerns the tenant may have about the condition of the rental unit.

In regard to the handling of complaints in future, I hereby order that, the parties must restrict all communications about complaints or repair matters to written form and refrain from verbal discussions if possible.

The remainder of the application is hereby dismissed with leave to reapply if necessary.

Conclusion

The tenant is partly successful in the application with most issues satisfactorily resolved. The landlord will engage a pest control specialist to write a report. An order is issued restricting the parties to written communications about complaints and repairs in future.

The remainder of the tenant's application is dismissed with leave to reapply.

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: April 28, 2014

Residential Tenancy Branch

