



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OLC, LRE

Introduction

This hearing was convened by way of a conference call in response to an Application for Dispute Resolution (the “Application”) made by the Tenant for the Landlord to comply with the *Residential Tenancy Act* (the “Act”), regulation or tenancy agreement. The Tenant also applied to suspend or set conditions on the Landlord’s right to enter the rental suite.

The party named on the Application for the Landlord appeared for the hearing and testified that he was an agent of the company that administered the tenancy. The Tenant appeared for the hearing and both parties provided affirmed testimony. No written evidence was provided by the Tenant and the Landlord provided one page of written submissions prior to the hearing which was read out during the hearing.

The Tenant testified that she was not happy with the frequency of bed bug inspections being conducted by the Landlord twice a month and feels that this is an invasion of her privacy and right to quiet enjoyment of her property. The Tenant submitted that she does not engage in any activity that would lead to her bringing in bed bugs into her rental suite.

The Tenant testified that these inspections have been occurring a few months ago and acknowledged that for the most part the Landlord has been giving her written notice of the inspections.

The Landlord testified that the rental suite is part of 38 units in a residential building that has a history of bed bug problems and the Landlords are trying to deal with the problem as diligently as possible. The Landlord explained that in consultation with BC Housing and a professional bed bug company they were advised that bed bug inspections conducted twice a month is a sufficient and proactive approach in preventing bed bug infestation.

The Landlord explained that bed bugs can appear two days after a rental unit has been cleared for activity and that the frequency of inspections is reasonable. As a result, I explained to the parties their obligations under the Act as follows:

Section 28 of the Act explains that a Tenant is entitled to reasonable privacy and freedom from unreasonable disturbance. However, in the same respect, Section 32(1) of the Act states that a Landlord is required to maintain residential property in a state that complies with health, safety and housing standards required by law and make it suitable for occupation by the Tenant.

When I explained the above provisions to the parties, the Tenant agreed that the Landlord was only trying to prevent her rental suite from a problem that could be much more difficult to deal with than having the inconvenience of two monthly inspections.

I explained to the Tenant, that despite her empathetic testimony regarding her frustration with the inspections, I did not find that two inspections per month was **unreasonable** disturbance to her, especially in the absence of any evidence to support the fact that two inspections per month were excessive. As a result, the Tenant withdrew her Application and there were no further findings for me to make in this case.

However, in relation to the service of notices to the Tenant, the Landlord should take note of Section 29(1) of the Act which explains that a Landlord needs to allow at least 24 hours and not more than 30 days before the entry can be effected. The Landlord should also note that any notice posted to the door requires three days before the notice can be deemed to have been received by the Tenant unless the Landlord has evidence that it has been received early than this time period.

Conclusion

For the above reasons, the Tenant's Application is hereby dismissed. This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the Act.

Dated: July 09, 2014

Residential Tenancy Branch

