



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      RP, MNDC

### Introduction

This hearing was convened as a result of the tenant's application for dispute resolution under the Residential Tenancy Act ("Act"). The tenant applied for an order requiring the landlord to make repairs to the rental unit and a monetary order for money owed or compensation for damage or loss.

The tenant and the landlord's agent (hereafter "landlord") attended, the hearing process was explained and they were given an opportunity to ask questions about the hearing process.

At the outset of the hearing, the landlord confirmed receipt of the tenant's application and attached evidence and that they had not filed evidence for this hearing.

Thereafter the participants were provided the opportunity to present their evidence orally and to refer to relevant documentary evidence submitted prior to the hearing, and make submissions to me.

I have reviewed all oral and documentary evidence before me that met the requirements of the Dispute Resolution Rules of Procedure (Rules); however, I refer to only the relevant evidence regarding the facts and issues in this decision.

### *Preliminary matter-*

The tenant's amended application listed a monetary claim of \$3500.00; however, neither his application nor evidence provided a detailed calculation or breakdown of the monetary claim.

As the portion of the tenant's application seeking monetary compensation did not provide sufficient particulars of his claim, I have severed that portion of his application and refused to consider it, pursuant to section 59 (5)(a) of the Act and section 2.5 of the Rules, which states that the applicant must file with their application the details of any monetary claim

The tenant is at liberty to reapply for his monetary claim.

The hearing proceeded on the tenant's application seeking an order requiring the landlord to make repairs to the rental unit.

### Issue(s) to be Decided

Is the tenant entitled to an order requiring the landlord to make repairs to the rental unit?

### Background and Evidence

I was not provided a copy of the written tenancy agreement. The tenant submitted the tenancy started 3 years ago and that current monthly rent is \$785.00.

In support of his application, the tenant submitted that since the beginning of the tenancy, he has had a bedbug infestation, and that despite numerous complaints to the landlord in the three years of the tenancy, the landlord has failed to provide any treatments for the infestation. The tenant submitted further that whenever he has reported the issue, the landlord informed him the bedbugs were not their responsibility.

In response, the landlord confirmed that the tenant has reported the bedbug issue to them as stated and in return, they informed the tenant where he might purchase insecticide for spraying his rental unit, as per their company policy.

The landlord confirmed no treatments have been performed by the landlord, reasoning that they do not know where the tenant may have been, what guests visit the tenant and that bedbug treatments are expensive in their area.

### Analysis

Section 32 of the *Act* requires a landlord to provide and maintain a rental unit which complies with health, safety and housing standards and make it suitable for occupation.

I accept the undisputed evidence of the tenant and find that he has had a bedbug infestation in his rental unit since the beginning of the tenancy, that he has made repeated reports of the infestation to the landlord and that the landlord has failed to take any measures in addressing the infestation. I therefore find the landlord has not complied with section 32 of the *Act*.

I therefore order the landlord to hire a licensed, professional pest control company, no later than September 1, 2015, to treat and correct the bedbug infestation as recommended by the licensed, professional pest control company and to issue a written report(s) when the process has been completed, certifying that the rental unit is free from bedbugs.

I also order the landlord to provide any of the licensed, professional pest control company's written report(s) to the tenant.

If the landlord fails to hire the licensed, professional pest control company by September 1, 2015, or if the tenant is not satisfied with the extermination being complete, or if the landlord fails to supply to the tenant and comply with the pest control company's report(s) with any deadlines or timeframe suggested by the pest control company, the tenant is at liberty to apply for dispute resolution seeking a monthly reduction in rent for a devaluation of the tenancy or for other financial compensation as may be appropriate until the extermination process and all repairs are complete.

### Conclusion

The tenant's application has been granted and the landlord is ordered to hire a licensed, professional pest control company, by September 1, 2015, to remedy and correct the bedbug infestation in the tenant's rental unit as recommended by the licensed, professional pest control company.

The tenant is at liberty to make a further application for dispute resolution seeking a rent reduction or other financial compensation if the landlord does not comply with these orders as directed above.

I declined to accept the portion of the tenant's application seeking a monetary claim, due to the lack of particulars; however, the tenant is at liberty to reapply for that claim.

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: August 24, 2015

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Residential Tenancy Branch

