



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes RP, O

Introduction

This hearing was scheduled to deal with a tenant's application for repair orders and alternative remedies to chemical spraying for bed bugs. Both parties appeared or were represented at the hearing and were provided the opportunity to make relevant submissions pursuant to the Rules of Procedure.

At the commencement of the hearing, I determined that another person had called into the teleconference call. This person stated that he was a tenant in another unit at the residential property and that he also had a problem with bed bugs. The tenant acknowledged that he had invited other tenants to participate in this proceeding. A tenant in need of repair orders for their unit must file their own Application. Where multiple Applications are made and the matter under dispute is the same and one of the parties is the same in all Applications, the Applications may be joined to be heard at the same time. This person confirmed that he had not filed his own Application for Dispute Resolution but wanted to join this proceeding to seek resolution. I excluded this other person from the proceeding and informed the tenant that he may call this person as a witness during the hearing as appropriate. The tenant did not call any witnesses during the hearing.

The tenant provided unclear testimony as to whether he served the landlord with all of the documents he had provided to the Residential Tenancy Branch. The landlord acknowledged receipt of 6 or 7 pages that pertain to chemical data sheets and a letter from the tenant where he requested a larger suite. I instructed the tenant to refer to relevant documents he intended to rely upon during his testimony so that I could determine whether the landlord had the same document. In response, the tenant stated that he would prefer that I exclude his evidence package and that he would provide oral testimony only. In keeping with the tenant's response, I did not refer to the tenant's written submissions and gave him every opportunity to provide oral testimony.

The landlord had provided evidence for this proceeding which the tenant confirmed he had received and I have considered the landlord's documentary evidence in making this decision.

During the hearing both parties had the opportunity to make relevant submissions, respond to the submissions of the other party, and ask questions.

It should be noted that the day following the hearing the tenant sent in further written submissions to my attention. I have not considered those additional submissions as the tenant had every opportunity to respond to the landlord's submissions during the hearing; the tenant did not request the matter be adjourned during the hearing; and, I had not authorized or requested further written submissions. Additionally, to consider submissions from one party only would be potentially prejudicial to the other party and violate procedural fairness.

Issue(s) to be Decided

Is it necessary to issue repair orders or any other order for compliance?

Background and Evidence

The tenancy commenced in November 2013 and the tenant is currently required to pay subsidized rent of \$165.00 every month. The tenant occupies a bachelor apartment style unit with his dog provided by a public housing body. It was undisputed that bed bugs have been found in the rental unit, other living units, and the common areas of the residential property

The landlord utilizes an Integrated Pest Control Management project with the support of the Ministry of Environment and involves a multi-layered approach to dealing with pest control. Initially, areas are sealed, vacuumed and steamed and regularly monitored. If further treatment is necessary, chemicals are sprayed by a pest control company. Three consecutive sprayings may be necessary to successfully deal with the bed bugs. If the problem persists, the landlord looks at other options including heat treatment. I heard that heat treatment provides are harder to secure due to licensing requirements.

The tenant's unit was treated chemically for bed bugs on one occasion. The tenant's unit was scheduled for a second spraying but the tenant cancelled the appointment.

The tenant submitted that he developed permanent lung damage as a result of the spraying. The tenant wheezed into the telephone on two occasions in an effort to

demonstrate his position. The tenant also submitted that the chemicals made his dog sick. The tenant acknowledged that he did not take his dog to the vet and described the dog's ailment as being that she would only eat ice cream and wieners for five days. The tenant also submitted that the persons spraying the chemicals are not abiding by Worksafe BC standards.

The tenant seeks an order that the landlord treat the common areas, such as the hallways, for bed bugs and that his unit be heat treated. In filing his application, the tenant requested that he be moved to a different building but he did not make such an argument during the hearing and I did not consider that request further.

The landlord responded by stating that the common areas are addressed in their multi-layered approach to dealing with bed bugs. On July 29, 2015 the hallways were vacuumed and steamed and they continue to be monitored. The landlord submitted that the chemicals used by the pest control company are approved for this purpose by the Ministry of Environment. However, since the tenant has not permitted three consecutive sprayings it is likely that the first spraying is no effect now and his unit will need to be sprayed three times, consecutively. The landlord offered the tenant and his dog use of respite unit in the building or in another building managed by the landlord for 24 hours when sprayings are scheduled for his unit so as to alleviate the tenant's concerns about the effects of the chemicals.

The landlord requested that the landlord be authorized enter to the tenant's unit so that they may proceed with spraying his unit should the tenant attempt to cancel another appointment. More so, the landlord wished that the tenant be informed that future interference with the landlord's attempt to deal with pests may be grounds for ending the tenancy.

Included in the tenancy agreement is a term dealing with pest management. Term 25(b) provides, in part:

(ii) The tenant agrees to work cooperatively with the landlord and pest management contractor, and will:

A) Allow the landlord and pest management contractor access to the residential premises as often as necessary to undertake any pest management inspections and treatments that the landlord deems necessary to eliminate pests, subject to the provision of notice

- B) Promptly comply with any instructions from the landlord or pest management contractor to complete all pre/post treatment activities the landlord deems necessary to ensure treatment is as effective as possible, including preparing the unit for treatment;
- C)

(iii) Section 25(b) is a material term of this tenancy agreement and any failure by the tenant to comply may result in the landlord serving a notice to end tenancy.

During the hearing, the tenant appeared to be satisfied to hear that the landlord is treating the hallways and common areas and with the landlord's offer for a respite unit when there are sprayings taking place in his unit.

Analysis

Under the Act, both parties have an obligation to repair and maintain a rental unit and residential property, as provided under section 32 of the Act. Similar provisions appear in the tenancy agreement as term 16.

As provided in the Act and the tenancy agreement before me, a landlord is generally expected to provide necessary pest control treatments. Tenants are expected to not interfere with the landlord's lawful efforts to provide such treatments. Some pest control treatments require that the possessions in the unit be prepared in advance of the treatments and this is the tenant's obligation to accommodate.

In this case, the tenant complains of bed bugs in his unit and in common areas of the building. The landlord does not dispute that bed bugs have been found in these areas.

The tenant has requested that the hallways be treated for bed bugs. The landlord provided evidence that the common areas have been treated for bed bugs recently and monitoring for bed bug activities is on-going. The tenant did not dispute this position and I am satisfied the landlord has undertaken pest control activities in the common areas and I find it unnecessary to issue repair orders with respect to treatment of the common areas.

The tenant has requested that the landlord be ordered to heat treat his unit as opposed to chemical spray treatments. The landlord submitted that the chemical spraying is performed by a pest control company and that the chemical is approved by the appropriate authority. I find the tenant did not establish that the landlord is violating the applicable laws with respect to chemical pest control applications.

While I appreciate some people have sensitivity to chemicals, I find the tenant's testimony and wheezing into the telephone in the absence of other corroborating evidence did not satisfy me that the chemicals have or are likely to cause him to suffer ill health affects if he follow the instructions to leave the rental unit for the time specified by the pest control contractor. Nor, was I satisfied by the tenant's anecdotal evidence that his dog became sick from the chemicals. Presumably, the tenant's dog should also be removed from the rental unit during the same period of time that the tenant is required to be out of the unit and the tenant would be well served to take his dog out of the unit when he leaves the unit to accommodate the chemical spraying. The landlord had offered the tenant, and his dog, the use of a respite unit for 24 hours when a chemical spray is applied. The landlord had submitted that heat treatments are considered where other treatments have failed and I accept their multi-layered approach as being reasonable.

Considering the above, I am satisfied the landlord is acting lawfully and reasonably and I deny the tenant's request that his unit be treated for bed bugs by way of a heat treatment only.

The tenant is cautioned that interfering with the landlord's right to repair and maintain the rental unit, including pest control treatments, may be grounds for ending a tenancy. Thus, I would suggest to him that upon receiving notification from the landlord that a chemical treatment has been scheduled for his unit that he request use of a respite unit from the landlord.

Also, under section 62 of the Act, I have the following authority as a delegate of the Director:

(3) The director may make any order necessary to give effect to the rights, obligations and prohibitions under this Act, including an order that a landlord or tenant comply with this Act, the regulations or a tenancy agreement and an order that this Act applies.

Having been provided evidence that the tenant sought to cancel a scheduled chemical sprayings of his unit, by way of this decision I authorize the landlord to enter the rental unit and provide access to the rental unit to its pest control services contractor for the purpose of applying bed bug treatments as determined appropriate upon giving the tenant written notice of entry pursuant to section 29 of the Act.

Conclusion

The tenant's application has been dismissed.

The landlord has been authorized to enter the rental unit and give access to the rental unit to its pest control contractor for purposes of treating bed bugs, as appropriate, by giving the tenant written notice of such in a manner that complies with section 29 of the Act.

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 14, 2015

Residential Tenancy Branch

