



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: *MNDC, OLC, RP*

Introduction

This hearing dealt with an application by the tenant pursuant to the *Residential Tenancy Act* for a monetary order for compensation in the amount of \$2,500.00 and for an order directing the landlord to comply with the *Act* and carry out repairs. Both parties attended the hearing and were given full opportunity to present evidence and make submissions. The parties acknowledged receipt of evidence submitted by the other and gave affirmed testimony.

During the hearing the tenant withdrew her claim for compensation.

The tenant was extremely disruptive during the hearing and consistently interrupted both the landlord and myself. Despite several warnings, the tenant continued to be disruptive and informed the landlord multiple times that she would be getting legal aid to pursue her claim in the Supreme Court of Canada.

Issues to be decided

Was the landlord negligent with regard to responding to the tenant's complaints of bed bugs?

Background and Evidence

The tenancy started on July 15, 2012. The rental unit consists of a single occupancy room in a house that houses four other rooms that are also rented out. The tenants use a common kitchen and share washrooms. The monthly rent is \$385.00 payable on the 15th of each month.

The landlord stated that sometime in September 2014, the tenant emptied out a storage room and moved the contents into her rental unit. The landlord informed the tenant that she was not permitted to use the room for storage. In October 2014, the tenant reported the presence of bed bugs.

The landlord stated that the room was so cluttered and full of boxes that it was difficult to move around in the room. The landlord provided the tenant with some chemicals to treat the problem. The tenant stated that the problem was resolved and the unit was bug free until April 2015.

After the tenant withdrew her monetary claim, I confirmed with her that the only problem that she had at this time was that the bed bugs were starting to come back. I informed the landlord that she would be required to hire a professional exterminator to take care of the problem.

Analysis

Section 32 of the *Residential Tenancy Act*, speaks to the landlord and tenant obligation to repair and maintain the rental unit. The landlord must provide and maintain the rental property in a state of decoration and repair that complies with the health, safety and housing standards required by law.

In this case, I find that the landlord fulfilled her obligations at the time the tenant reported the problem of bed bugs. However since the bugs are starting to come back, I order the landlord to hire a professional exterminator to treat the entire house.

Conclusion

The tenant withdrew her claim for compensation. I order the landlord to carry out pest control treatments by hiring a professional exterminator within five days of receipt of this decision.

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: October 14, 2015

Residential Tenancy Branch

