



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes PSF, OLC, RP

Introduction

This hearing was scheduled to address an application made by the Tenant. The Tenant applied for; an order that the Landlord provide services or facilities required by law; for the Landlord to comply with the Act; and for the Landlord to make repairs to the unit, site or property. Both parties appeared at the hearing and were provided the opportunity to make relevant submissions, in writing and orally pursuant to the Residential Tenancy Branch Rules of Procedure, and to respond to the submissions of the other party.

Preliminary and Procedural Matters

At the start of the hearing the Tenant clarified that she only wishes to pursue her request for an order that the Landlord provide services or facilities required by law. The Tenant withdraws her other claims within the Application.

Issues to be Decided

- Is the Landlord required by law to provide a service or facility?

Background and Evidence

The Landlord and Tenant could not recall the date the tenancy began. The Landlord and Tenant both agree that the tenancy began more than one year ago and is a month to month tenancy. The Landlord and Tenant also agree that rent in the amount of \$650.00 is due on the first day of each month. The Tenant paid the Landlord a security deposit of \$325.00 and a pet deposit of \$25.00.

The Tenant testified that she discovered a bed bug problem in her rental unit in the beginning of June 2016. She testified that she has seen approximately 20 bed bugs in her rental unit since noticing the problem. The Tenant testified that the presence of the bedbugs is affecting her physically and emotionally. She submits she is having anxiety

attacks and needs to take sleeping pills to sleep. She testified that she has been vacuuming and steam cleaning and taking other steps to deal with the problem.

The Tenant is seeking an order requiring the Landlord to have a certified pest control professional treat the rental unit for bedbugs. The Tenant testified that she would prefer the pest control professional use a heat treatment to kill the bedbugs.

The Landlord testified that he is not opposed to having a certified pest control professional treat the rental unit. The Landlord testified that the Tenants rental unit is too cluttered to proceed with any treatment. The Landlord testified that he would like to proceed with a spray treatment.

Settlement Agreement

During the hearing, the parties agreed to settle the matter on the following conditions:

1. The Landlord agrees to have a certified pest control professional spray the rental unit within one week of the date of this decision.
2. The Landlord agrees to have the rental unit inspected for bedbugs, in the presence of the Tenant, within one week following the spray treatment being completed.
3. The Landlord agrees that if live bedbugs are found upon the inspection, the Landlord will arrange a further treatment to the rental unit by a certified pest control professional, including consideration of heat treatment.
4. The Tenant agrees that the rental unit will be clean and organized in preparation for the spray treatment and the Tenant will allow the Landlord and the certified pest control company access to the unit to conduct a pre-inspection of the rental unit prior to the treatment.

This settlement agreement was reached in accordance with section 63 of the *Residential Tenancy Act*.

The opportunity for settlement was discussed with the parties during the hearing. The parties were advised there is no obligation to resolve the dispute through settlement, but that I could assist the parties to reach an agreement. I indicated on several occasions that if either party did not wish to resolve this matter through a mutually agreed settlement, I was prepared to hear their evidence and make a decision.

Conclusion

I order the parties to comply with the terms of their mutually settled agreement described above.

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 03, 2016

Residential Tenancy Branch