



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding AFFORDABLE HOUSING CHARITABLE ASSOCIATION
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes FF, O

Introduction

This hearing was convened by way of conference call in response to an Application for Dispute Resolution (the “Application”) made by the Landlord for ‘Other’ issues and to recover the filing fee from the Tenant.

An agent for the Landlord and his assistant appeared for the hearing. The Tenant also appeared with a Translator and an advocate. All the parties took an affirmation to provide truthful testimony. No issues were raised in relation to the service of the Landlord’s Application and the service of both parties’ documentary and photographic evidence prior to the hearing. The hearing process was explained to the parties and they were given a full opportunity to present their evidence and make submissions to me on the issues related to this dispute.

At the start of the hearing, the Landlord’s agent explained that the Tenant was preventing them from conducting treatment for bed bugs in the rental unit. The Landlord’s agent requested an order that the Tenant do the necessary preparation for treatment, allow entry to the rental unit for treatment ,and a request to end the tenancy if the Tenant fails to do so.

The Landlord’s agent presented evidence stating that the Tenant had prevented entry of the Landlord’s pest control company in order to deal with a bed bug issue which had been identified by the pest control company during a recent inspection. The Landlord’s agent stated that the Tenant was denying there was a bed bug issue even though he provided evidence to refute this claim. The Landlord’s agent testified that in addition the Tennant was asking for hotel costs if treatment were to be rendered and was claiming that because he had medical issues these would be exacerbated if the Landlord were to move ahead with treatment of his rental unit.

The Tenant was assisted by an advocate during the hearing who responded to the Landlord’s evidence stating that while the Tenant was doubtful there were bed bugs in

the rental unit, he acknowledged that the Landlord had a right and obligation to deal with any bed bug issue in the rental unit. The Tenant understood that if the Landlord failed to do so, they may spread to neighboring units and buildings as well as affecting maintenance workers and the property managers coming to his rental unit.

The Tenant's advocate stated that English was not the Tenant's first language and that he had misunderstood the intentions of the Landlord and the severity of the situation which is the reason why he had denied entry. However, the Tenant understood that it was important for the Landlord to deal with this issue by having his rental unit inspected and treated for bed bugs.

Pursuant to Section 63 of the *Residential Tenancy Act*, the Arbitrator may assist the parties to settle the dispute and if the parties settle the dispute during the hearing, the settlement may be recorded in the form of a decision or an order.

During the hearing, I allowed the parties to voice their concerns in this tenancy. I then allowed the parties to discuss the issues between them, engage in a conversation, and turn their minds to resolution of the dispute.

As a result, the Tenant agreed to allow the Landlord entry into the rental unit on **November 18, 2016 at 9:00 a.m.** for the purpose of inspecting and treating the rental unit. The parties agreed that this date and time allowed the Tenant sufficient time to make alternative arrangements to stay elsewhere for an extended duration of time that the Tenant feels he requires to minimise the impact on his health.

The Landlord agreed to this date and time and stated that he would, as a courtesy, provide written notice to the Tenant of this date and time; although the Tenant has been put on sufficient notice of the entry in this hearing in any case.

The Tenant is cautioned that any subsequent entry for inspection of the rental unit or subsequent treatment of bed bugs after November 18, 2016 will require the Landlord to provide written notice pursuant to the Act. If the Tenant fails to allow access to the Landlord for lawful purposes, then the Landlord may seek relief through a notice to end tenancy for cause.

Based on the foregoing agreement, the parties agreed to split the filing fee. The Landlord is issued with a Monetary Order for \$50.00 to enforce at the Small Claims Court if the Tenant fails to make voluntary payment. However, in the alternative the Landlord may achieve this relief by deducting this amount from the Tenant's security deposit pursuant to Section 72(2) (b) of the *Residential Tenancy Act*.

The parties both agreed to move forward with resolution in this manner during and at the conclusion of this hearing. This file is now closed. 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: November 07, 2016

Residential Tenancy Branch