



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes ERP, RP

Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* ("Act") for:

- an order requiring the landlord to perform emergency and regular repairs to the rental unit, pursuant to section 33.

Both parties attended the hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses. This hearing lasted approximately 17 minutes.

The landlord confirmed receipt of the tenant's application for dispute resolution hearing package. In accordance with sections 89 and 90 of the *Act*, I find that the landlord was duly served with the tenant's application.

The landlord confirmed that he did not submit any written evidence for this hearing.

Both parties confirmed that they were ready to proceed with the hearing and had no adjournment requests.

Issue to be Decided

Is the tenant entitled to an order requiring the landlord to perform emergency and regular repairs to the rental unit?

Background and Evidence

While I have turned my mind to the tenant's documentary evidence and the testimony of both parties, not all details of the respective submissions and arguments are reproduced here. The relevant and important aspects of the tenant's claims and my findings are set out below.

Both parties agreed to the following facts. Monthly rent in the amount of \$1,289.00 is payable on the first day of each month. A security deposit of \$500.00 was paid by the tenant and the landlord continues to retain this deposit. The tenant continues to reside in the rental unit. A written tenancy agreement was signed by both parties.

The landlord said that the tenancy began approximately 3 to 4 years ago, while the tenant claimed that it was 5 years ago. The tenant said that she paid a pet damage deposit of \$50.00 per pet, for two pets, totalling \$100.00 per month, for a couple of years. The landlord denies receiving a pet damage deposit.

The tenant requested that the landlord pay for an exterminator to get rid of the bed bugs in the rental unit. She said that she is being bitten by the bed bugs and she has spent hundreds of dollars in bug sprays but the bed bugs have not left. She claimed that another occupant brought in the bed bugs with her mattress in the basement.

The landlord said that the tenant is not clean, she brought in a dirty mattress with bed bugs, and she has to vacate in order for him to complete pest control. He claimed that he was aware of the bed bugs in the rental unit. During the hearing, the landlord agreed to pay for the pest control to get rid of the bed bugs in the rental unit.

Analysis

I order the landlord, at his own cost, to have a certified, licensed professional inspect and complete pest control at the rental unit by May 3, 2019. If the landlord fails to do so, I order the tenant to reduce her monthly rent by \$100.00, beginning on the following month after the violation occurs, until the inspection and/or the pest control occurs. If the parties disagree as to whether the inspection and/or the pest control has been done, they have leave to reapply at the RTB for determination.

Conclusion

I order the landlord to perform the above inspection and repair by the above deadline. I order the tenant to reduce her monthly rent by the above amount if the landlord fails to comply as noted 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: April 25, 2019

Residential Tenancy Branch