



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Lombardy Management Ltd and
[tenant name suppressed to protect privacy]

DECISION

Dispute Codes OLC

Introduction

This hearing was convened in response to an application by the Tenant for an order for the Landlord's compliance pursuant to section 62 of the *Residential Tenancy Act* (the "Act").

The Landlord and Tenant were each given full opportunity under oath to be heard, to present evidence and to make submissions.

Issue(s) to be Decided

Is the Tenant entitled to an order that the Landlord comply with the Act or tenancy agreement?

Background and Evidence

The following are agreed facts: The tenancy started on December 21, 2018. Rent of \$800.00 is payable on the first day of each month. On June 26, 2019 the Tenant informed the Landlord in writing of the presence of bedbugs in the unit. The Landlord does not dispute that there are bedbugs but has neither inspected the unit or treated the unit for bedbugs.

The Tenant states that the bedbugs were first noted in the second month of the tenancy and that by the 3rd month the bedbugs were really bad. The Landlord states that nothing

has been done with the bedbugs as the Landlord believes that the Tenant caused the infestation. The Landlord agrees to have the unit inspected as soon as possible. The Tenant's advocate states that an inspection by a pest control company no later than September 12, 2019 would be an acceptable time frame for an inspection and treatment.

Analysis

Section 32(1) of the Act provides that a landlord must provide and maintain residential property in a state of decoration and repair that

- (a) complies with the health, safety and housing standards required by law, and
- (b) having regard to the age, character and location of the rental unit, makes it suitable for occupation by a tenant.

Section 62(3) of the Act provides that 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.

Based on the agreed facts I find on a balance of probabilities that the unit has bedbugs. As the Landlord has the obligation to maintain a unit free of an infestation and based on the agreed facts that the Landlord has does nothing, I find that the Landlord has breached its obligations. Given the Tenant's acceptable time line for an inspection and treatment, I order the Landlord to have the unit inspected no later than September 12, 2019 by a qualified pest control company and to immediately thereafter obtain a written report of the extent of the infestation. I also order the Landlord to have the pest control company commence treatments to the unit immediately or as soon as possible after the inspection.

If the Tenant caused the infestation by either act or negligence the Landlord is at liberty to seek compensation for the cost of the pest control company to inspect and treat the

unit. If the Landlord fails to act as ordered above the Tenant has leave to reapply for compensation from the date the bugs were first reported to the Landlord.

Conclusion

The Landlord is ordered to comply with the Act as set out 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 Act.

Dated: August 29, 2019

Residential Tenancy Branch