



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding GAVIOTA HOLDINGS  
and [tenant name suppressed to protect privacy]

## **DECISION**

### Dispute Codes:

RP

### Introduction

This hearing was convened in response to the Tenant's Application for Dispute Resolution, in which the Tenant applied for an Order requiring the Landlord to make repairs to the rental unit.

The Tenant stated that on November 20, 2019 the Dispute Resolution Package and evidence the Tenant submitted to the Residential Tenancy Branch in November of 2019 were sent to the Landlord, via registered mail. The Agent for the Landlord stated that these documents were received by the Landlord, although they were mailed on November 19, 2019.

As the Landlord has had ample time to consider these documents, the evidence was accepted as evidence for these proceedings.

On December 03, 2019 the Tenant submitted additional evidence to the Residential Tenancy Branch. The Tenant stated that this evidence was not served to the Landlord. As this evidence was not served to the Landlord, it was not accepted as evidence for these proceedings.

The parties were given the opportunity to present relevant oral evidence, to ask relevant questions, and to make relevant submissions. Each party present at the hearing (with the exception of the observer) affirmed that they would speak the truth, the whole truth, and nothing but the truth during these proceedings.

### Issue(s) to be Decided

Is there a need to issue an Order requiring the Landlord to make repairs to the rental unit?

### Background and Evidence

The Agent for the Landlord and the Tenant agree that the Tenant first moved into the rental unit on October 15, 2015; that the tenancy agreement for the unit ended on November 30, 2019; and that the rental unit has been fully vacated.

The Tenant stated that there was a bug infestation in the rental unit and that bugs were in the unit when he vacated the rental unit. He filed this Application for Dispute Resolution in an attempt to obtain an Order requiring the Landlord to treat the bug infestation in the unit.

The Agent for the Landlord stated that there were some cosmetic renovations made to the rental unit after this tenancy ended. He stated that on December 03, 2019 the rental unit was treated for bugs, and he does not think there are currently bugs in the rental unit.

### Analysis

Section 32(1) of the *Residential Tenancy Act (Act)* requires landlords to provide and maintain residential property in a state of decoration and repair that complies with the health, safety and housing standards required by law, and, having regard to the age, character and location of the rental unit, makes it suitable for occupation by a tenant. This, in my view, requires a landlord to treat a rental unit for bug infestations in circumstances where it cannot be determined that the Tenant has caused the infestation.

On the basis of the undisputed testimony that the rental unit was treated for bugs on December 03, 2019 and that there currently are no bugs in the rental unit, I can find no reason to Order the Landlord to treat the rental unit for bugs. I therefore dismiss the Tenant's application for such an Order.

### Conclusion

The Application for Dispute Resolution is dismissed, without leave to reapply.

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: January 09, 2020

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Residential Tenancy Branch