



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: *RP, FF*

Introduction

This hearing dealt with an application by the tenant pursuant to the *Residential Tenancy Act*, for an order seeking directing the landlord to carry out repairs. The tenant also applied for the recovery of the filing fee. The tenant stated that she served the landlord with the notice of hearing package by email on June 22, 2020. The tenant testified that the landlord responded to her email and filed a copy of the response into evidence. Despite having been served with the notice of hearing package, the landlord did not attend the hearing. The tenant attended the hearing and was given full opportunity to present evidence and make submissions. The tenant was represented by her daughter.

Issues to be decided

Has the landlord fulfilled his responsibilities as a landlord with regard to maintenance and repairs? Is the tenant entitled to the recovery of the filing fee?

Background and Evidence

The tenancy started in November 2012. The tenant stated that bed bugs were noticed in the rental unit sometime in April 2020 and she attempted to call the landlord but was unsuccessful as her calls went unanswered. The tenant testified that that she was able to speak with the manager on May 01, 2020. The tenant agreed that she did not inform the landlord of the problem, in writing.

The tenant filed copies of email correspondence between the parties, in which the landlord mentions that some residents have reported a bed bug problem and a treatment was scheduled for June 12, 2020. The tenant stated that the treatment was not carried out as scheduled and that the landlord agreed to inspect the apartment on June 18, 2020. The tenant stated that when the landlord attended the unit on June 18, 2020, she attempted to video tape the meeting and the landlord objected.

The tenant made this application on June 19, 2020 and served the landlord with the notice of hearing package by email. The landlord responded by email, expressing surprise that the tenant had applied for dispute resolution when he had not received a complaint of the presence of bed bugs, in the rental unit. The note informed the tenant that she could have visited the office to make a complaint or done so by email.

The landlord's response also referred to the negative interactions between the tenant's daughter and the landlord's staff which included filming staff without their permission. The letter reminded the tenant that harassment of the landlord or his staff members by the tenant or her guests, will not be tolerated and may result in a notice to end tenancy. The tenant agreed that a first treatment for bed bugs was done on July 08, 2020 and follow up treatments were scheduled.

Analysis

Based on the testimony of the tenant, I find that the tenant has not proven that she informed the landlord of the problem with bedbugs. The tenant agreed that she had not sent the landlord an email regarding the issue. I find that the landlord took steps to resolve the problem after he was notified of the problem by other residents of the building.

I further find that since the landlord has taken action, the tenant does not require an order directing the landlord to do so. I also find that the tenant made application prior to informing the landlord of the problem and therefore I find that the tenant is not entitled to the recovery of the filing fee.

Conclusion

The tenant's application is dismissed.

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: July 14, 2020

Residential Tenancy Branch