



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

**Dispute Codes**      OLC

### **Introduction**

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* ("Act") for an order requiring the landlord to comply with the Act, regulation or tenancy agreement pursuant to section 62.

Both parties attended the hearing and were given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses.

The landlord confirmed receipt of the tenant's dispute resolution application ('Application') and amendment. In accordance with section 89 of the Act, I find that the landlord duly served with the Application and amendment. All parties confirmed receipt of each other's evidentiary materials and that they were ready to proceed with the hearing.

### **Issues(s) to be Decided**

Is the tenant entitled to an order requiring the landlord to comply with the Act, regulation or tenancy agreement?

### **Background and Evidence**

This month-to-month tenancy began on July 14, 2018, with monthly rent currently set at \$500.00, payable on the first of every month. The landlord collected a security deposit in the amount of \$250.00, which the landlord still holds.

The tenant filed this application as the landlord had applied a pest control treatment near the tenant's rental unit without following proper guidelines and bylaws. The tenant provided the weblink to the proper protocols to be followed by a landlord when applying such treatments: <https://mytrainingbc.ca/homepesticideuse/section5-7.html> .



The tenant requested in the hearing the name of the treatment applied by the landlord, and he wanted the assurance from the landlord that he would comply with the proper guidelines and legislation surrounding the use of pesticides and pest control treatments.

The landlord answered the tenant's questions in the hearing, and responded that he was not aware of the requirements prior to the application of the treatment. The landlord confirmed that he would abide by the guidelines and legislation if he were to perform any further treatment in the future.

The tenant confirmed that he was content with the landlord's response in this hearing to his application.

### **Analysis**

The landlord agreed that he would abide by the proper guidelines and legislation in the future before applying any pesticide or pest control treatment. As the tenant confirmed that he was content with the landlord's response, I do not consider it necessary to make any further orders. However, I remind the landlord that he is bound by section 32 of the *Act* as set out below:

Section 32 of the *Act* reads in part as follows:

**32** (1) *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...*

*(4) A tenant is not required to make repairs for reasonable wear and tear.*

*(5) A landlord's obligations under subsection (1) (a) apply whether or not a tenant knew of a breach by the landlord of that subsection at the time of entering into the tenancy agreement...*



**Conclusion**

The landlord agreed that he would abide by the proper guidelines and legislation in the future before applying any pesticide or pest control treatment.

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 13, 2020

---

Residential Tenancy Branch