



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding BSM PROPERTIES INC
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes RP

Introduction

On October 6, 2020, the Tenant applied for dispute resolution under the *Residential Tenancy Act* (“the Act”) seeking an order for the Landlord to make repairs to the rental unit.

The matter was scheduled as a teleconference hearing. The Tenant and the Landlord attended the hearing. The Tenant was assisted by an advocate. At the start of the hearing I introduced myself and the participants. The hearing process was explained. The parties were provided with an opportunity to ask questions about the hearing process. They provided affirmed oral testimony and were given an opportunity to make submissions during the hearing.

I have reviewed all oral and written evidence before me that met the requirements of the rules of procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issue to be Decided

- Is the Landlord required to make repairs to the rental unit?

Background and Evidence

The Landlord and Tenant testified that the tenancy began on August 1, 2018 and is on a month to month basis. Rent in the amount of \$850.00 was due to be paid to the Landlord by the first day of each month. The Tenant paid a security deposit of \$425.00 to the Landlord.

Bedbugs

The Tenant testified that on July 28 she arrived home to find that her neighbour was throwing possessions out due to bedbugs. The Tenant testified that she observed a bedbug in her bathtub and notified the Landlord on July 28 or 29th.

The Tenant testified that the Landlord did not believe her and took no action to deal with the problem. The Tenant testified that the Landlord fumigated two other rental units but not the Tenant's unit. The Tenant testified that in September 2020 she sent the Landlord a letter requesting the Landlord deal with the issue. The Tenant testified that she has used bedbug spray and has laundered her clothing and linen.

In reply the Landlord provided testimony confirming that she received letters from the Tenant dated September 18, and October 9, 2020. The Landlord confirmed that she fumigated two suites in September 2020 and did not fumigate the Tenant's suite because the Tenant told her she does not have any bedbugs.

The Landlord testified that she has no issue with having the Tenant's unit inspected for bedbugs and fumigating if required. The Landlord testified that whenever she goes near the Tenant's unit, the Tenant screams at her.

Bats

The Tenant testified that bats are living in both ends of the residential building. She testified that in 2018 and in August 2020 she had a bat enter her rental unit. She testified that in August 2019 she sent a letter to the Landlord about the issue. She testified that the Landlord informed her that the bats would be dealt with at a certain time of year. The Tenant testified that the bats are poisonous, and their faeces is detrimental to health.

In reply, the Landlord provided testimony confirming that there have been bats living in the residential building. She testified that she had a person inspect the building in August 2019 and no evidence could be found at that time. She testified that the bats go into hibernation at certain periods of the year.

The Landlord testified that she did not hear anything further from the Tenant about the issue and the Landlord has not received any complaints from the other residents of the 18-unit building.

The Landlord testified that she is willing to have an inspection of the residential building by a qualified pest control person and will provide a copy of the assessment to the Tenant.

Fire/ Smoke Alarm and Extinguisher.

The Tenant's advocate submitted that there is no smoke/fire alarm in the Tenants unit and the Tenant wants the Landlord to provide one.

In reply, the Landlord testified that there was a fire/smoke alarm and extinguisher present when the Tenant moved into the unit. The Landlord referred to a property checklist signed by the Tenant that indicates a smoke detector and extinguisher was present at the start of the tenancy. The Landlord stated that the Tenant needs to provide/ replace the detector.

Keys

The Tenant wants new locks installed on the rental unit door. The Tenant testified that her keys were stolen, and she wants the locks changed. The Tenant testified that the locks were not changed after the previous Tenant moved out, so the Landlord is responsible to change the locks.

In reply, the Landlord testified that prior to the Tenant moving into the unit she had the door locks changed. The Landlord testified that the lock will need to be removed and re-keyed for the Landlord's master key. The Landlord testified that she asked the Tenant if she could remove the lock and have it re-keyed and the Tenant refused.

Analysis

Section 32 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.*

Based on the affirmed testimony of the Landlord and Tenant, the documentary evidence, and on a balance of probabilities, I make the following findings:

Bedbugs

The Landlord is in agreement to have the Tenant's rental unit inspected for bedbugs. I order the Landlord to have the rental unit inspected for bedbugs by a qualified pest control person.

I order the Tenant to allow the Landlord access into the rental unit upon the Tenant receiving written notice from the Landlord specifying the date and approximate time of entry. If bedbugs are detected and treatment is required, I order the Tenant to comply with any written direction received from the Landlord for preparation of the rental unit prior to treatment.

With consideration to the availability of a pest control company, I order the Landlord to have the inspection completed as soon as possible.

Bats

I accept that a bat infestation in the residential property would present a health and safety risk. The tenant did not prove there is a bat infestation; however, the Landlord agreed to have the residential property inspected for a bat infestation.

I order the Landlord to consult with a qualified pest control company regarding an inspection and treatment for dealing with a possible bat infestation. If a bat infestation is found and treatment is recommended, I order the Landlord to proceed with treatment as recommended.

The Landlord agreed to keep the Tenant informed of the results of the inspection and/or any treatment plan. With consideration to the availability of a pest control company, I order the Landlord to have the inspection completed as soon as possible.

Fire/ Smoke Alarm

I have reviewed the Landlord's documentary evidence and I find that the Tenant signed a property checklist at the start of the tenancy agreeing that a smoke alarm and fire extinguisher was present and in good condition.

I accept the Landlord's testimony and evidence that the smoke detector and extinguisher were present at the start of the tenancy. I find that the Tenant is responsible for these missing items. I find that the Landlord is at liberty to replace these items and recover the replacement cost against the Tenant.

Lock and Keys

The Tenant provided insufficient evidence to prove that the Landlord failed to re-key the locks prior to the Tenant moving into the unit. Even if the locks had not been changed by the Landlord, I find that the Tenant lost her keys and is responsible for the cost of having the lock re-keyed. The Landlord is willing to have the lock re-keyed. If the Tenant wants the Landlord to proceed with having the lock re-keyed the Tenant will have to permit the Landlord access to the lock and the Tenant will have to pay the cost for re-keying.

Conclusion

The Tenant's application for repairs to the rental unit was partially successful.

The Landlord is ordered to have the residential property inspected by a qualified person for a bat infestation and an inspection of the Tenant's rental unit for bedbugs.

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: December 18, 2020

Residential Tenancy Branch