



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding ROYAL VELA DEVELOPMENTS and
[tenant name suppressed to protect privacy]

DECISION

Dispute Codes:

MNDCT, RP, OLC, RR, PSF, FFT

Introduction

This hearing was convened in response to the Tenants' Application for Dispute Resolution, in which the Tenants applied for a monetary Order for money owed or compensation for damage or loss; for a rent reduction; for an Order requiring the Landlord to make repairs to the rental unit; for an Order requiring the Landlord to comply with the *Residential Tenancy Act (Act)* and/or the tenancy agreement; for an Order requiring the Landlord to provide services or facilities; and to recover the fee for filing this Application for Dispute Resolution.

At the outset of the hearing Legal Counsel for the Landlord stated that the Landlord did not become aware of these proceedings until the Landlord received an email reminder directly from the Residential Tenancy Branch in the latter part of January of 2021.

On December 02, 2020 a Residential Tenancy Branch Arbitrator granted the Tenants authority to serve hearing documents to a telephone number for an agent for the Landlord, via text message.

The male Tenant stated that on December 10, 2020 the Dispute Resolution Package and all evidence the Tenants submitted to the Residential Tenancy Branch were sent by text message to the Agent for the Landlord named as a participant on the first page of this decision, hereinafter referred to as the Agent for the Landlord.

Legal Counsel for the Landlord requested an adjournment for time to respond to the Tenants' claims. The Tenants opposed the adjournment, on the basis that the hearing documents were properly served to the Landlord and they have been waiting a long time for the Landlord to respond to the issues raised in these proceedings.

After considerable discussion regarding whether the hearing should be adjourned, Legal Counsel requested time to contact his client to determine whether the Agent for the Landlord was actually an agent for the Landlord. Legal Counsel was given the opportunity to contact his client and he was able to determine that Agent for the Landlord is acting as an agent for the Landlord.

Legal Counsel for the Landlord then requested time to contact Agent for the Landlord. Legal Counsel for the Landlord was given the opportunity to contact the Agent for the Landlord. The Agent for the Landlord joined the teleconference approximately 30 minutes after the hearing commenced.

The Agent for the Landlord stated that he received the documents sent to him on December 10, 2020; that he read the documents; that he understood there would be a dispute resolution proceeding; and that he informed his general manager of the proceedings. I determined that the evidence and hearing documents were properly served to the Landlord; that the Landlord had a fair and reasonable opportunity to respond to the claims being made by the Tenants; that the hearing should proceed as scheduled; and that the evidence should be accepted as evidence for these proceedings.

Upon hearing that the Agent for the Landlord received the hearing documents sent by text message on December 10, 2020, Legal Counsel for the Landlord stated that he was withdrawing from the proceedings. Legal Counsel for the Landlord advised the Agent for the Landlord that he had nothing to contribute to the proceedings and he advised him that he could provide evidence at the proceedings if he so desired. Legal Counsel for the Landlord exited the teleconference approximately 40 minutes after the hearing commenced.

The participants were given the opportunity to present relevant oral evidence, to ask relevant questions, and to make relevant submissions. Each participant (with the exception of legal counsel) 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?

Is there a need to issue an Order requiring the Landlord to provide services or facilities?

Is there a need to issue an Order requiring the Landlord to provide a copy of the tenancy agreement?

Are the Tenants entitled to a monetary Order or rent reduction in compensation for deficiencies with the unit?

Background and Evidence

The Agent for the Landlord and the Tenants agree that:

- this tenancy began prior to the Landlord purchasing the property in 2019;
- the parties did not enter into a new written tenancy agreement after the Landlord purchased the property;
- the monthly rent is \$1,745.00;
- the Tenants informed the Landlord that their washing machine stopped working;
- shortly after the Tenants reported a problem with the washing machine, they were given permission to find a replacement washing machine;
- the male Tenant located a used washing machine;
- the male Tenant purchased and installed the used washing machine;
- the male Tenant disposed of the old washing machine; and
- the Tenant was reimbursed for the cost of the washing machine, minus a few dollars.

The male Tenant stated that:

- they signed a tenancy agreement with the previous owner of the rental unit;
- he can no longer locate a copy of the tenancy agreement;
- he spent approximately 6 or 7 hours purchasing and installing the replacement washing, and disposing of the old washing machine;
- prior to the Landlord purchasing this rental property, the previous landlord paid a company to maintain the yard on both sides of the duplex;
- the yard has not been maintained by the Landlord since the property was purchased by the Landlord;
- after the Landlord purchased the property, he asked an agent for the Landlord about yard maintenance;
- that agent for the Landlord told him that he was responsible for property maintenance;
- he now mows and trims the grass on his side of the duplex;
- the occupant of the other side of the duplex maintains the lawn on that side;
- he had to purchase a lawn mower and grass trimmer for yard maintenance, at his own expense;

- on November 27, 2020 he reported a leak in the ceiling of the lower portion of the rental unit;
- the Tenants submitted a photograph of the leaking ceiling;
- the Agent for the Landlord told him the leak had been repaired;
- he does not believe the leak has been repaired, as the stain is getting larger and the ceiling is caving in;
- in March or April of 2020, they reported a bedbug infestation;
- they do not know how the infestation occurred, but speculate they may have been in the used washing machine that was purchased;
- the Agent for the Landlord informed the Tenants they were responsible for treating the infestation;
- there was a delay in hiring a pest control company because they could not afford to hire one;
- the Agent for the Landlord subsequently agreed to pay to have the unit treated for bed bugs;
- the Tenants arranged to have the unit treated for bedbugs;
- the unit was treated on four separate occasions, with the first treatment occurring in June of 2020; the pest control company sent an invoice to the Landlord, which was not paid by the Landlord;
- the pest control company subsequently sent an invoice to the Tenants, which they paid;
- a copy of the invoice from the pest control company was submitted as evidence;
- the unit was last treated for bedbugs on December 11, 2020;
- there are no more bed bugs in the unit;
- they disposed of many personal items that were damaged by bedbugs;
- they were bitten by bed bugs on numerous occasions;
- they submitted photographs to show they were bitten by bed bugs;
- the bed bug bites were itchy and painful;
- their house was "torn apart" while the unit was being treated for bedbugs, as demonstrated by their photographs;
- they had to be extremely careful not to transport the bedbugs to other areas of the house and/or their workplaces; and
- they had to leave the house for hour hours each time the unit was treated for bedbugs.

The Agent for the Landlord stated that:

- the Landlord does not have a copy of the tenancy agreement between the Tenant and the previous landlord;
- the property was purchased in January of 2019;
- he has never been to the rental unit;
- the Landlord does not maintain the grass on either side of the duplex;
- the Tenants reported a leak in the ceiling;
- the Landlord has a report from a plumber that confirmed the leak has been repaired;
- in July of 2020 the Tenants reported a bedbug infestation;
- he informed the Tenants they were responsible for treating the infestation;
- the Landlord offered to pay for the pest treatment with the understanding the Tenants would have to repay the Landlord;
- the Landlord responded quickly to the bed bug infestation by telling the Tenants to hire a pest control company; and
- he told the Tenants the Landlord would pay the pest control company, with the understanding that the Tenants would repay the Landlord for those costs.

The Tenants are seeking compensation, in the amount of \$16,423.00, for losses associated to the bedbug infestation. This includes compensation for personal items that were damaged by the bedbugs; the cost of treating the rental unit; and the loss of quiet enjoyment of their rental unit as a result of the bedbug infestation.

The Tenants are also seeking a rent reduction of \$1,500.00 in compensation for other deficiencies with the rental unit which have been summarized in this decision.

Analysis

On the basis of the undisputed evidence, I find that the Tenants entered a tenancy agreement with the former landlord of the rental unit prior to the current Landlord purchasing the property in January of 2019.

Section 1 of the *Act* defines a landlord, in part, as the owner of the rental unit, the owner's agent or another person who, on behalf of the landlord, permits occupation of the rental unit under a tenancy agreement, or) exercises powers and performs duties under this *Act*, the tenancy agreement or a service agreement. It further defines a landlord as the heirs, assigns, personal representatives, and successors in title to a person referred to in the previous sentence.

On the basis of the undisputed evidence, I find that the Landlord (Respondent) purchased this rental unit from the Tenants' previous landlord. I find that when the sale of this rental unit was complete, the Landlord (Respondent) became the Tenants' new Landlord.

Section 13(1) of the *Act* requires landlords to prepare in writing every tenancy agreement entered into on or after January 1, 2004. On the basis of the undisputed evidence, I find that the Tenants entered into a written tenancy agreement with their previous landlord. There is nothing in the *Act* that requires the new Landlord and the Tenants to enter into a new tenancy agreement once the property was purchased. Until such time as the Tenants and the current Landlord enter into a new tenancy agreement, however, I find they are compelled to comply with the terms of the original tenancy agreement.

Section 13(3) of the *Act* requires landlords to give a tenant a copy of a tenancy agreement within 21 days after they enter into the agreement. On the basis of the male Tenant's testimony that the original landlord provided them with a copy of the tenancy agreement, I find that the Landlord has at least partially complied with section 13(3) of the *Act*, although I am unable to determine that it was provided within the legislated timelines. As the original landlord complied with section 13(3) of the *Act*, I dismiss the Tenants' application for an Order requiring the Landlord to provide them with a tenancy agreement.

I specifically note that there is nothing in the *Act* that requires a landlord to provide a tenant with a second copy of the tenancy agreement. Furthermore, the Agent for the Landlord testified that the Landlord does not have a copy of the original tenancy agreement. I therefore find that the Landlord would be unable to provide the Tenants with a copy of the tenancy agreement even if the Landlord wished to do so.

On the basis of the testimony of the male Tenant and in the absence of any evidence to the contrary, I find that the previous landlord maintained the grass on both sides of this duplexed property. I therefore find that this was a service provided to the Tenants as a term of the tenancy agreement. As grass maintenance was a term of the tenancy agreement the Tenants had with their original landlord, I find that the current Landlord remains obligated to provide that service. I therefore order the Landlord to provide grass maintenance to the Tenants between April 01st and October 30th of each year.

I find that the Landlord remains obligated to provide regular grass maintenance to the Tenants between April 01st and October 30th of each year until such time as that service is terminated in accordance with section 27(2) of the *Act*. Section 27(2) of the *Act* stipulates that a landlord may terminate or restrict a service or facility not referred to in section 27(1) if the landlord gives 30 days' written notice, in the approved form, of the termination or restriction, and the landlord reduces the rent in an amount that is equivalent to the reduction in the value of the tenancy agreement resulting from the termination or restriction of the service or facility.

I find that being without grass maintenance reduces the value of this tenancy by \$100.00 per month for the period between April 01st and October 30th.

In the event the Landlord has not provided “regular grass maintenance” by the end of March of any given year, and the Landlord has not terminated that service in accordance with section 27(2) of the *Act*, I find that the Tenants have the right to reduce the rent for April of 2021 by \$100.00 and for the month of April in any subsequent year by \$100.00. As the Tenants have been without grass maintenance for these 7 months in 2019 and 2020, I grant the Tenants a rent reduction of \$1,400.00.

For clarity, the term “regular grass maintenance” means to provide consistent mowing and watering, subject to watering restrictions, in a manner that keeps the lawn reasonably well maintained.

In the event the Landlord has not provided “regular grass maintenance” by the end of April of the year, and the Landlord has not terminated that service in accordance with section 27(2) of the *Act*, I find that the Tenants have the right to reduce the rent for May of 2021 by \$100.00 and for the month of May in any subsequent year by \$100.00.

In the event the Landlord has not provided “regular grass maintenance” by the end of May of the year, and the Landlord has not terminated that service in accordance with section 27(2) of the *Act*, I find that the Tenants have the right to reduce the rent for June of 2021 by \$100.00 and for the month of June in any subsequent year by \$100.00.

In the event the Landlord has not provided “regular grass maintenance” by the end of June of the year, and the Landlord has not terminated that service in accordance with section 27(2) of the *Act*, I find that the Tenants have the right to reduce the rent for July of 2021 by \$100.00 and for the month of July in any subsequent year by \$100.00.

In the event the Landlord has not provided “regular grass maintenance” by the end of July of the year, and the Landlord has not terminated that service in accordance with section 27(2) of the *Act*, I find that the Tenants have the right to reduce the rent for August of 2021 by \$100.00 and for the month of August in any subsequent year by \$100.00.

In the event the Landlord has not provided “regular grass maintenance” by the end of August of the year, and the Landlord has not terminated that service in accordance with section 27(2) of the *Act*, I find that the Tenants have the right to reduce the rent for September of 2021 by \$100.00 and for the month of September in any subsequent year by \$100.00.

In the event the Landlord has not provided “regular grass maintenance” by the end of September of the year, and the Landlord has not terminated that service in accordance with section 27(2) of the *Act*, I find that the Tenants have the right to reduce the rent for October of 2021 by \$100.00 and for the month of October in any subsequent year by \$100.00.

Section 32(1) of the *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.

On the basis of the undisputed evidence, I find that the Landlord complied with section 32(1) of the *Act* when they gave the Tenants permission to obtain a replacement washing machine shortly after receiving a report that the washing machine was not working. On the basis of the undisputed evidence, I find that the male Tenant agreed to locate, purchase, and install the replacement machine. As the male Tenant agreed to obtain and install the replacement washing machine, I find that he is not entitled to any compensation for his time and effort. In the event the male Tenant did not wish to spend the time locating a replacement machine, he could simply have directed the Agent for the Landlord to provide a replacement.

On the basis of the undisputed evidence, I find that the Tenants reported a leak in the ceiling of the lower portion of the rental unit. On the basis of the testimony of the male

Tenant, I find that the stain on the ceiling is getting larger and the ceiling is caving in. I therefore find it is possible there is still a leak somewhere in or near the rental unit.

I find that the Landlord has submitted insufficient evidence to establish that the leak in the rental unit has been resolved. Although the Agent for the Landlord stated that the Landlord has a report from a plumber that confirmed the leak has been repaired, the Landlord did not submit this alleged report as evidence. I therefore Order the Landlord, pursuant to section 32(1) of the *Act*, to have the unit inspected by a qualified plumber; to repair any leaks found by the plumber; and to repair any structural or cosmetic damage caused by the leak reported by the Tenants. In the event the damage and leaks are not repaired by March 15, 2021, I find that the Tenants have the right to reduce their rent by \$75.00, effective April 01, 2021. I find that the Tenants retain the right to reduce their rent by \$75.00 in any subsequent month if the repairs are not completed by the 15th day of the previous month.

I find that the Tenants do not have the right to reduce their monthly rent by \$75.00 if, by the 15th day of the previous month, the Landlord has repaired the aforementioned damage AND the Landlord has provided the Tenants with a written report from a qualified plumber confirming that there are no leaks affecting the rental property.

I find that the Landlord failed to comply with his obligation to repair the leak and subsequent damage in a timely manner. I find that the Landlord's failure to respond in a timely manner was an inconvenience for the Tenants, as they not only had to live with a leaking ceiling, they had to spend time communicating with the Agent for the Landlord about the problem. I grant the Tenants compensation of \$100.00 for this inconvenience.

I note that I have granted the Tenants the full amount of their \$1,500.00 claim for a rent reduction. I am therefore unable to award any greater rent reduction, even if I felt a greater reduction was warranted.

I favour the testimony of the Agent for the Landlord, who stated that the problem with bedbugs were reported to the Landlord in July of 2020, over the testimony of the male Tenant, who stated the problem was reported in March or April of 2020. I favour the Agent for the Landlord's testimony because it is supported by the text message submitted in evidence by the Tenants, dated July 09, 2020, in which the Tenants appear to be informing the Landlord of bedbugs for the first time.

Bedbug infestations are common occurrences in British Columbia. I find there is insufficient evidence for me to determine the cause of this bedbug infestation. It is entirely possible that the bedbugs were carried into the rental unit by the Tenants or their guests. It is equally possible that the bedbugs were carried into the rental unit in the used washing machine the Landlord authorized the Tenants to purchase or through the common wall shared with the neighboring duplex.

In the absence of evidence that clearly establishes the Tenants introduced the bedbugs into the unit, I find that the Landlord was obligated to treat the bedbug infestation. I find that the Landlord failed to comply with section 32(1) of the *Act* when the Landlord did not promptly arrange to have the unit treated for bedbugs.

On the basis of the undisputed evidence, I find that there was a delay in treating the bedbugs, in large part because the Landlord refused to assume responsibility for the costs of the treatment and the Tenants could not afford the treatment. I find that the Tenants eventually arranged to have the unit treated.

Although the male Tenant testified that the first treatment occurred in June of 2020, that is inconsistent with my finding that the bedbug problem was not reported until July of 2020. On the basis of the invoices from the pest control company, I find that the first treatment likely occurred on July 27, 2020, which was 16 days after the problem was reported.

On the basis of the invoices from the pest control company, I find that a follow-up treatment occurred on August 09, 2020. On the basis of the testimony of the male Tenant, I find that two subsequent treatments occurred, with the final treatment occurring on December 11, 2020. I find that all of these treatments occurred as a result of the Tenants contacting a pest control company and that the Landlord did nothing to respond to the problem, with the exception of offering to “finance” the cost of the pest control treatments.

As the Landlord failed to comply with its obligation to promptly treat the bedbug infestation, I find that the Landlord must compensate the Tenants for the \$525.00 they paid to have the unit treated.

On the basis of the undisputed testimony of the male Tenant, I find that the Tenants' rental unit was in disarray as a result of the bedbug treatments; that they had to be extremely careful not to transport the bedbugs to other areas of the house and/or their workplaces; and that they had to leave the house for four hours each time the unit was

treated for bedbugs. As premises typically need to be treated for bedbugs on multiple occasions, I find that the Tenants lives would have been similarly disrupted even if the Landlord had promptly arranged for treatment. As these disruptions were not, in my view, significantly exacerbated by the delay in treatment, I find that the Tenants are not entitled to compensation for these disruptions.

On the basis of the testimony of the male Tenant and the photographs submitted in evidence, I find that the Tenants were bitten repeatedly by bedbugs and that the bites were itchy and painful. I find that the 16 day delay in treating the bedbugs likely contributed to the number of bedbug bites they experienced. I therefore grant the Tenants compensation of \$1,000.00, in compensation for the loss of quiet enjoyment of their rental unit arising from this physical discomfort.

I specifically note that the compensation of \$1,000.00 is not compensation for all of the bedbug bites they experienced. In the absence of evidence to establish a landlord caused a bedbug infestation, I would not typically award compensation to a tenant that had been bitten by bedbugs. Compensation is being award in these circumstances, as I find it reasonable to conclude the delay of 16 days likely resulted in a significantly greater amount of bites.

On the basis of the undisputed testimony of the male Tenant, I find that the Tenants' disposed of various personal items as a result of the bedbug infestation.

I find the Tenants submitted insufficient evidence to establish that they needed to dispose of personal items as a result of the bedbug infestation. The Tenants submitted no evidence from a pest control expert that establishes the need to dispose of items that have come into contact with bedbugs. The invoices from the pest control company does not recommend disposing of person items that have come into contact with bedbugs. I further find that there is insufficient evidence to conclude that the impact on their personal items was exacerbated by the delayed response to the bedbugs.

As there is insufficient evidence to conclude that the Tenants needed to dispose of personal property as a result of the bedbug infestation, I dismiss their claim for replacing personal property.

I find that the Tenants' Application for Dispute Resolution has merit and that the Tenants are entitled to compensation for the cost filing this Application .

Conclusion

The application for an Order requiring the Landlord to provide them with a tenancy agreement is dismissed, without leave to reapply.

The Landlord is required to provide grass maintenance to the Tenants between April 01st and October 30th of each year, until such time as that service is terminated in accordance with section 27(2) of the *Act*.

The Landlord is required to have the unit inspected by a qualified plumber; to repair any leaks found by the plumber; and to repair any structural/cosmetic damage caused by the leak reported by the Tenants.

The Tenants have established a monetary claim, in the amount of \$3,125.00, which includes a rent reduction of \$1,400.00 for being without grass maintenance; a rent reduction of \$100.00 for the inconvenience of the leak in the unit; \$525.00 for the cost of treating the unit for bedbugs; \$1,000.00 for the delay in responding to bedbugs; and \$100.00 in compensation for the filing fee paid by the Landlord for this Application.

Based on these determinations I grant the Tenants a monetary Order for the amount of \$3,125.00. In the event that the Landlord does not comply with this Order, it may be served on the Tenant, filed with the Province of British Columbia Small Claims Court, and enforced as an Order of that Court.

In the event the Tenants do not wish to enforce this monetary Order through the Province of British Columbia Small Claims Court, they have the right, pursuant to section 72(2)(a) of the *Act*, to withhold rent in the amount of \$3,125.00.

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: February 12, 2021

Residential Tenancy Branch