



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Interior Properties Real Estate
and [tenant name suppressed to protect privacy]

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.

The tenant attended the hearing with her advocate. MM ("landlord") appeared for the landlord in this hearing. 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

While I have turned my mind to all the documentary evidence properly before me and the testimony provided in the hearing, not all details of the respective submissions and / or arguments are reproduced here. The principal aspects of this application and my findings around it are set out below

This tenancy originally began on November 1, 2019 as a fixed-term tenancy, and continued on a month-to-month basis, with monthly rent current set at \$800.00, payable

on the first of the month. The landlord collected a security deposit in the amount of \$400.00, which the landlord still holds.

The tenant is applying for an order that the landlord deal with the ongoing pest issues in their rental unit. The tenant had previously filed an application to deal with the ongoing infestation, which was dismissed without leave to reapply on September 1, 2020. The Arbitrator had found that the landlord had dealt with issue within a reasonable timeframe and attempted to address the concerns by the tenant.

After the hearing, the tenant paid for her own pest control company, who attended on September 12, 2020 and September 24, 2020. Despite these visits, the tenant testified that she is still suffering from pest issues, including flea bites. The tenant testified that she has been working on finding new housing, but is concerned about the infestation in her rental unit, and which may be in her belongings.

The landlord testified that they have fulfilled their obligations in dealing with the ongoing pest infestation in the rental unit, and expressed concern that the issue may spread to other units in the building. The landlord testified that despite their efforts, the tenant continues to report issues, which the landlord believes is attributed to the condition of the tenant's rental unit, and items that may have been brought home by the tenant.

The landlord testified that they have spent a significant amount of money and effort in dealing with the matter, and feel that they have exhausted their options if the tenant is not able to accommodate the pest control company by temporarily moving and storing some of her personal items such as the boxes and totes in order for the pest control company to properly deal with the matter. The landlord testified that the history has shown that the pests cannot be eliminated unless the tenant moves some of her belongings.

The tenant responded that she did not have the means or resources to move some of her belongings out on her own.

Analysis

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.

(2) A tenant must maintain reasonable health, cleanliness and sanitary standards throughout the rental unit and the other residential property to which the tenant has access.

(3) A tenant of a rental unit must repair damage to the rental unit or common areas that is caused by the actions or neglect of the tenant or a person permitted on the residential property by the 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.

I find in this case it is undisputed that the tenant is still experiencing pest issues in her rental unit despite efforts on the part of both parties to dispatch pest control services to the rental unit. In light of the evidence before me, I find that the landlord has attempted to deal with the matter, but the tenant has been unable to fulfill her role by clearing out some of personal items.

Although I am sympathetic to the tenant and the fact that she is facing an ongoing pest control issue that affects her current ability to enjoy her rental unit, I find that the landlord has demonstrated that unless the tenant is able and willing to take further steps, the landlord has provided sufficient evidence to show that they have acted in a timely and reasonable matter to deal with the pest situation to the extent they can under the current circumstances.

In response to the tenant's application, I make the following conditional order. In the circumstance that the tenant is able to accommodate the landlord and a pest control company by removing her boxes and totes to provide proper access, I order that the landlord to retain the services of a pest control company to attend again to address the infestation. Otherwise, the tenant's application is dismissed without leave to reapply.

Conclusion

I find that the landlord has fulfilled their obligations under the *Act* and tenancy agreement at this time. In the circumstance that the tenant is able to accommodate the

landlord and pest control company by removing her boxes and totes to provide proper access, I order the landlord to retain the services of a pest control company to attend again to deal with the infestation. Otherwise, the tenant's application 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: March 24, 2021

Residential Tenancy Branch