



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

CORRECTED DECISION

Dispute Codes ERP, MNDCT, MNRT, RR, FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the tenants to have the landlord make emergency repairs and repairs to the rental unit for health and safety reasons, and for monetary compensation for monetary loss or other money owed and to recover the cost of the filing fee.

Both parties appeared, gave affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and make submissions at the hearing. The parties confirmed they were not recording the hearing.

The tenant confirmed they received the landlord's evidence. The tenant did not serve the landlord with their evidence. Therefore, as the tenants did not comply with the Residential Tenancy Branch Rules of Procedure (the "Rules"), I find I must exclude the tenants' evidence from the hearing.

In this case, the tenants have named their two young children as tenants in their application. The children of the tenants are not tenants under the Act, as they have no rights or obligation under the tenancy agreement. They are simply occupants. I have removed the children from the style of cause.

Rule 2.3 of Rules authorizes me to dismiss unrelated disputes contained in a single application. In these circumstances the tenants indicated several matters of dispute on the Application for Dispute Resolution, the most urgent of which is the application for emergency repairs and repairs to the rental unit for health and safety reasons.

I find that not all the claims on this Application for Dispute Resolution are sufficiently related to be determined during these proceedings. I will, therefore, only consider the tenants request for emergency repairs and repairs. The balance of the tenants' application is dismissed with leave to reapply.

Issue to be Decided

Should the landlord be ordered to make emergency repairs and repairs to the unit?

Background and Evidence

The tenancy began on July 1, 2013. Rent in the amount of \$1,136.00 was payable on the first of each month. A security deposit of \$490.00 was paid by the tenants.

The tenant testified that they have been having issues with bedbugs and they have been using the UV light that was given to them by the landlord every night, washing their belongings, steaming their furniture to help with the bug infestation. However, the infestation of bedbug is not getting better.

The tenant testified that on November 24, 2021, the landlord did a self treatment for bedbugs using insecticide Diatomaceous Earth and Pyrethrin powder; however, the landlord put the powder all over the rental unit, which coated their children's toy, clothing, sports equipment floors and electronics. The tenant stated that this was neglectful, and the landlord should have to pay to have the rental unit cleaned.

The tenant testified that they would like the landlord to use Orkin pest control company, rather than the pest control company that they have used in previous years because they have the experience, use both chemical and heat treatment and they have a dog that can pinpoint where the bedbugs are located.

The landlord's agent testified that they did have a professional company attend in 2019 and 2020. However, because the tenants would not prepare the unit and those treatments were unsuccessful.

The landlord's agent testified that the tenants gave them a letter on November 7, 2021, that they must resolve the bedbug issue by December 6, 2021, and if it was not resolved, they would seek compensation. The agent stated they did attend the rental unit on November 24, 2021, and put the bedbug powder down on the floors, toys,

clothing as it was their last chance to treat the premises by the tenant's written letter and again the rental unit was not properly prepared.

The landlord's agent testified that the product is food safe. The agent stated that the tenant's are not preparing the premises, as they do not remove any clutter, or pickup items from the floor.

The tenant responded that they did not properly prepare the unit as their children have a lot of toys.

Analysis

Based on the above, the testimony and evidence, and on a balance of probabilities, I find as follows:

Landlord and tenant obligations to repair and maintain

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.

I am troubled by the landlord's lack of duty of care when they applied the bedbug treatment in the rental unit. I find it is not reasonable for the landlord to be placing the products on the tenant's children's toys, clothing and sprinkling all over the rental unit leaving the rental unit in an unreasonable state, even if the rental unit was not properly prepared by the tenants.

While the tenants seek to have the rental unit professionally cleaned by the landlord. I find it more reasonable and practical for the tenants to obtain their own cleaner to help with cleaning. I find a reasonable amount for cleaning is the amount of **\$300.00**. I authorize the tenants a one-time rent reduction of \$300.00 from a future rent to help recover the cost of cleaning.

In this case, the landlord had three bedbug treatments of the rental unit by a professional pest control company in 2019 and 2020. It was the opinion of the company at that time was that the tenants did not prepare the rental unit to a reasonable standard. The tenant did not dispute they did not prepare the unit. I find it is not reasonable that the tenant's would seek compensation when they have failed to comply with preparing the rental unit to ensure it could be done properly.

Both parties are equally responsible when trying to eliminate the bedbugs as this is not the fault of either party. The landlord is responsible for treatment and the tenant is responsible to ensure they have complied with the requirements needed to treat the rental unit.

Since it has been about two years since the rental unit was last inspected and treated by a professional pest control, I find it reasonable that the landlord bring in a professional pest control company. The landlord clearly did not have the duty of care for the tenant's personal property, especially when purposely put the powder on clothing and toys of the children.

I find it appropriate to make the following orders against both the landlord and the tenants.

I Order the landlord to bring in a qualified pest control company of their choosing to deal with the issues of the bedbugs and follow all recommendation and treatments until all evidence of bedbug activity is gone. The landlord must make arrangement no later than February 15, 2022. However, the date for treatment maybe later due to availability of the pest control company.

I Order the landlord to obtain a list from the pest control company as to what is necessary to be done by the tenants to ensure the tenants have properly prepared their rental unit for treatment and give that list to the tenants no less than three days before treatment is to occur.

I Order the tenants that they must follow and comply with the required instruction and prepare the rental unit prior to treatment. The tenants must follow all recommendations made by the pest control company to assist with treatment and prevention. Should the tenants not comply with my Order and the pest control company is unable treat the unit any loss resulting may be recovered from the tenants.

Since the tenants were successful with their application, I find the tenants are entitled to recover the cost of their filing fee from the landlord in the amount of **\$100.00**. I authorize the tenants a one-time rent reduction of \$100.00 from a future rent to recover the cost of the filing fee.

Conclusion

The tenants are granted a one-time rent reduction comprised of the above amounts totaling \$400.00 ~~\$300.00~~ from a future rent payable for assistance with cleaning due to the landlord lack of duty and care and to recover the cost of the filing fee.

I Order both parties to comply with the above Orders that I have made regarding the treatment 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: February 1, 2022

Residential Tenancy Branch