



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes RP RR FFT

Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* (the *Act*) for:

- an order to the landlord to make repairs to the rental unit pursuant to section 33;
- an order to allow the tenant to reduce rent for repairs, services or facilities agreed upon but not provided, pursuant to section 65; and
- authorization to recover the filing fee for this application from the landlord, pursuant to section 72 of the *Act*.

Both parties attended the hearing and were given a full opportunity to be heard, to present their sworn testimony, to make submissions, to call witnesses and to cross-examine one another. Both parties were clearly informed of the RTB Rules of Procedure about behaviour including Rule 6.10 about interruptions and inappropriate behaviour, and Rule 6.11 which prohibits the recording of a dispute resolution hearing by the attending parties. Both parties confirmed that they understood.

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

Issues

Is the tenant entitled to an order to allow the tenant to reduce rent for repairs, services or facilities agreed upon but not provided?

Is the tenant entitled to an order requiring the landlord to make repairs to the rental unit?

Is the tenant entitled to recover the filing fee for this application from the landlord?

Background and Evidence

While I have turned my mind to all the documentary evidence properly before me and the testimony of the parties, 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 month-to-month tenancy began on July 1, 2018, with monthly rent set at \$1,279.00, payable on the first of the month. The landlord had collected a security deposit in the amount of \$600.00, which the landlord still holds.

The tenant filed this application as they had a bed bug infestation, and they felt that the landlord failed to deal with the infestation in a timely manner. The tenant is requesting a \$750.00 rent reduction as well as recovery of the fling fee.

The tenant testified that they had made repeated requests for the landlord to deal with the bedbugs, but the tenant felt that the landlord was ignoring the tenant, and even hung up the phone on the tenant. The tenant submits that they first informed the landlord of the situation on December 2, 2021, and the landlord did not attend the rental unit until three days later. The tenant testified that they were then instructed to bag all of their belongings, which they did the same day, and placed o the balcony.

The tenant testified that the pest control company did not attend until two weeks later on December 19, 2021, and that the entire unit was not treated. The tenant had to follow up and inform the landlord that they still had bed bugs. The tenant testified that the landlord attended on December 26, 2021, and observed that the bed bugs were still present, but did not call the pest control company again. The tenant testified that instead the landlord ignored their phone calls.

The tenant testified that they had to dispose of the mattress due to the infestation. The tenant testified that they suffered from extreme discomfort and stress due to the situation, and wants the landlord to fulfill their obligations. The tenant confirmed that as of the hearing date, they did not have any bed bugs, but testified that they had to spray the unit themselves after pest control had attended.

The landlord submitted a receipt for the pest control visit on December 18, 2021, and testified that they had responded in a timely manner once the tenant informed them of the bed bugs. The landlord testified that the tenant was the only tenant who had reported bed bugs, and the landlord called the pest control company after instructing the tenant to pack away their belongings. The landlord testified that they had checked with the tenant twice, but the tenant was not ready. The landlord testified that the delay was

caused by the tenant. The landlord testified that they actually considered the matter urgent, and had an interest in treating the situation immediately as they did not want the bed bugs to spread to other units in the building.

Analysis

Section 32(1) and (2) of the *Act* outlines the following obligations of the landlord and the tenant to repair and maintain a rental property:

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.

Section 65(1)(c) and (f) of the *Act* allow me to issue a monetary award to reduce past rent paid by a tenant to a landlord if I determine that there has been “a reduction in the value of a tenancy agreement.”

I should first acknowledge that I am sympathetic to the circumstances that befell the tenant. Based on the tenant’s undisputed sworn testimony, I have no reason to question the extent to which the bedbug infestation in their rental unit caused difficulties for them. Unfortunately, bed bugs are a problem in many residential properties. Attaching responsibility for infestations of this type is exceedingly difficult. A monetary award would be considered in the event that evidence is provided to demonstrate that a landlord has failed to take measures to respond to a bed bug infestation, causing the tenant to suffer a reduction in the value of the tenancy.

I have considered the written and oral submissions of both parties. While the tenant felt that the landlord did not respond in a timely manner, I find that the landlord provided an explanation for the timeline. I find that the landlord did attend the rental unit on multiple times, and dispatched a pest control company who provided treatment. The landlord’s testimony is that the treatment required that the tenant prepare the rental unit first, which the landlord testified contributed to the delay. The landlord also pointed out that it was in their best interest to provide the treatment earlier.

Although the tenant’s expectations were not met in relation to this matter, I am not satisfied that the evidence supports that the landlord failed to meet their obligations in

this matter. As the landlord pointed out, they have an interest in treating the rental unit properly and in a timely manner. I find that deliberately delaying the treatment would have had negative consequences for the landlord, and I am not convinced that any delays were due to the deliberate or negligent actions of the landlord. Although the process did not go as smoothly as the tenant had wished, I find that the landlord did dispatch a pest control company to treat the rental unit ,and as of the hearing date the tenant does not have any bed bugs. Furthermore, I find that the tenant failed to support the amount claimed in this application. For all these reasons, I dismiss the tenant's application for a rent reduction without leave to reapply.

I also dismiss the tenant's application for repairs as I find that no repairs are necessary at this time.

The filing fee is a discretionary award issued by an Arbitrator usually after a hearing is held and the applicant is successful on the merits of the application. As the tenant was unsuccessful with their application, I find that the tenant is not entitled to recover the \$100.00 filing fee paid for this application. The tenant must bear the cost of this filing fee.

Conclusion

I dismiss the tenant's entire application 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: May 06, 2022

Residential Tenancy Branch