



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding VILLA EVE APARTMENTS
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OLC

Introduction

The Tenant filed an Application for Dispute Resolution (the “Application”) on April 12, 2022 seeking the Landlord’s compliance with the tenancy agreement and/or the legislation. The matter proceeded by way of a hearing pursuant to s. 74(2) of the *Residential Tenancy Act* (the “Act”) on August 12, 2022.

The Tenant attended the hearing; the Landlord did not attend.

Preliminary Matter – hearing notice to the Landlord

To proceed with this hearing, I must be satisfied that the Tenant made reasonable attempts to serve the Landlord with the Notice of Dispute Resolution for this hearing. This means the Tenant must provide proof that the document has been served in a manner allowed under s. 89 of the *Act*, and I must accept that evidence.

The Tenant set out how they served this notice to the Landlord in person on the day they received the Notice of Dispute Resolution Proceeding from the Residential Tenancy Branch. They served the document in person to the Landlord on April 24, 2022. This included the 3 pages of evidence they prepared for this hearing.

Based on this direct testimony from the Tenant in the hearing, I accept that they served the notice to the Landlord in a manner complying with s. 89(1)(a) of the *Act*. The hearing thus proceeded in the Landlord’s absence.

Issue(s) to be Decided

Is the Landlord obligated, in this instance, to comply with the legislation and/or the tenancy agreement?

Background and Evidence

Though they did not provide a copy as evidence for this hearing, the Tenant referred to their copy of the tenancy agreement and confirmed basic details. They presented this was a two-page agreement and confirmed the rent amount is \$1,345. The Tenant read out portions of the agreement in the hearing; these provided for the Landlord 'keeping the rental unit in a reasonable state suitable for occupancy by the Tenant', the Tenant 'maintaining standards of cleanliness', and the procedure for emergency repairs.

In the hearing the Tenant set out that on March 10, 2022 the Tenant wrote to the Landlord after their roommate discovered bits on their body. Their roommate discovered one bed bug, and then the Tenant discovered more bed bugs in the sofa. The Landlord had provided the sofa within the rental unit to the Tenant.

The Tenant stated they questioned their immediate neighbours on either side of the rental unit whether they were facing a similar problem; however, neither neighbour confirmed the same.

The Tenant's letter to the Landlord dated March 10. They cited s. 32 of the *Act* and requested a meeting with the Landlord to "assess the problem before it escalates".

The Landlord contacted pest control and the Landlord gave the Tenant notice on the door to say that pest control would enter the rental unit on March 16.

In the Tenant's evidence they submitted a copy of the invoice from the pest control firm, dated March 16, 2022. This was for the amount of \$630 for "spray done Mar 16/22". The indications on the invoice are: ants, silverfish, and bed bugs. The invoice customer was the Landlord's agent.

The Tenant stated that the Landlord paid this invoice. The Tenant included the note presented to them from the Landlord, dated April 5, 2022. In the hearing they clarified that this was the note attached to the door of their rental unit. This note states: "Please note the \$630 needs to be paid within a 3 mnth period. Please let me know your payment plan. Thank you."

In their Application for this hearing, the Tenant noted s. 32 of the *Act*, wherein it states "the landlord is generally responsible for major projects, such as tree cutting, pruning and insect control."

In their Application the Tenant also noted that the bed bugs got through the shared water pipes in the living room and bedrooms: "Therefore, will not make me pay for [pest control firm name] \$630."

In the hearing the Tenant clarified that they had no advance notice that they would have to pay for the pest control firm's visit. The Tenant speculated that the Landlord's rationale was based on their discussion with the Tenant's roommate, in which the Landlord stated 'maybe you brought them in because you go to Vancouver island university.'

The Tenant also stated that the pest control firm returned to evaluate, and on May 6 they confirmed that the pest problem was eradicated.

Analysis

The *Act* s. 32 states:

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.

The *Act* s. 62(3) provides:

The director may make any order necessary to give effect to the rights, obligations and prohibitions under this Act, including an order that a landlord or tenant comply with this Act, the regulations or a tenancy agreement and an order that this Act applies.

From the fact pattern and evidence presented by the Tenant here, I find that they are not obligated to reimburse the Landlord for the pest control services. Specifically, the Tenant will not pay the Landlord for the amount in the invoice of March 16, 2022.

The Tenant identified the problem to the Landlord, and I find the Landlord diligently retained the services of a pest control firm to tackle the issue. There is no evidence from the firm to the Landlord pointing to either the Tenant, their roommate, or the state of cleanliness of the rental unit as being the source of the problem.

In the hearing the Tenant confirmed that they received no further notices for payment from the Landlord, and no notice that the Landlord was seeking compensation via the Residential Tenancy Branch dispute resolution procedure. I find this in itself is evidence that the Landlord is not pursuing the matter. The pest control firm completed the invoice, and the Landlord paid,

in March 2022, and as of the date of the hearing in August 2022 the Tenant has not heard anything further from the Landlord. As well, a subsequent visit from the pest control firm in May – with no invoice from the Landlord to the Tenant for this visit – revealed the problem was ended. The Landlord did not pursue any billing for this piece of the issue from the Tenant.

From the evidence and testimony of the Tenant, I find the matter concluded. The Landlord shall not pursue payment for this issue that properly falls under the Landlord's obligations as set out in s. 32 of the *Act*. From the Tenant's reading of their tenancy agreement in the hearing, I find it more likely than not that the tenancy agreement reflects this language of s. 32 regarding the Landlord's obligations.

I trust there will be no more requests for payment from the Landlord to the Tenant. This is because the Landlord has not pursued the matter with the Tenant in the ensuing months, and also because I am barring the Landlord from seeking such payment in the future. The only method by which a Landlord may pursue any payment is via dispute resolution proceeding through the Residential Tenancy Branch, that is set out in s. 59 of the *Act*.

Conclusion

The Tenant shall not pay for a pest control visit of March 16, 2022. This is an Application of s. 62 of the *Act* where the Landlord is obligated to assure the cleanliness and health standards of the rental unit.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under s 9.1(1) of the *Act*.

Dated: August 12, 2022

Residential Tenancy Branch