



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding MAYFAIR PROPERTIES and  
[tenant name suppressed to protect privacy]

## **DECISION**

Dispute Code      OLC, FFT

### Introduction

This hearing was convened as a result of the Tenant's Application for Dispute Resolution made on August 30, 2022. The Tenant applied for the following relief, pursuant to the Residential Tenancy Act (the Act):

- an order that the Landlord comply with the Act, Residential Tenancy Regulation (the Regulation), and/or the tenancy agreement; and
- an order granting recovery of the filing fee.

The Tenant attended the hearing on her own behalf. The Landlord was represented at the hearing by SG, JT, and LM, agents. All in attendance provided a solemn affirmation at the beginning of the hearing.

The Tenant testified that the Notice of Dispute Resolution Proceeding package was served on the Landlord by registered mail. SG acknowledged receipt of these documents on behalf of the Landlord. In addition, SG testified the Landlord's documentary evidence was served on the Tenant in person. The Tenant acknowledged receipt of these documents.

No issues were raised with respect to service or receipt of the above documents during the hearing. The parties were in attendance or were represented and were prepared to proceed. Therefore, pursuant to section 71 of the Act, I find the above documents were sufficiently served for the purposes of the Act.

The parties were given a full opportunity to present evidence orally and in written and documentary form, and to make submissions to me. I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure, and to which I was referred. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

### Issues to be Decided

1. Is the Tenant entitled to an order that the Landlord comply with the Act, Regulation, and/or the tenancy agreement?
2. Is the Tenant entitled to an order granting recovery of the filing fee?

### Background and Evidence

The parties agreed the tenancy began on October 1, 2022. The Tenant testified that, effective November 1, 2022, rent increased to \$1,624.00 per month. The Tenant also testified that she paid a security deposit of \$800.00.

The Tenant disputes a bill for \$145.95 from a pest control company that was presented to her by the Landlord. The Tenant testified that the Landlord arranged for treatment to address silverfish in her rental unit. The Tenant confirmed she was given notice of the treatment date and was told how to prepare her unit for treatment. However, the Tenant contacted the building manager to tell her that she did not feel comfortable with a stranger being in her unit. In any case, the Tenant testified that a pest control technician attended her rental unit on May 20, 2022, and that she had prepared the rental unit for treatment. The Tenant testified that she agreed to wait outside the door because she did not know the technician and wanted to lock the door when he was finished. The Tenant testified the technician asked her to leave the building and refused to treat the rental unit because she did not.

In reply, SG testified that Landlord seeks payment of the invoice from the pest control company. SG testified that the technician advised the Tenant to leave the rental unit for four hours after treatment. SG was told by the technician that the Tenant first wanted to stay in the rental unit. Even after the Tenant agreed to leave the rental unit, the Tenant appeared to want to get back in the rental unit right after treatment. The technician left without treating the Tenant's rental unit.

An invoice from the pest control company was submitted into evidence and states: "Tenant refused to leave unit for treatment and comply with safe re-entry intervals required by law. Unable to perform service due to tenants refusal to comply."

The Tenant also sought to recover the filing fee paid to make the application.

### Analysis

Based on the documentary evidence and oral testimony provided during the hearing, and on a balance of probabilities, I find:

Section 62(3) of the Act states:

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.

In this case, I find there is insufficient evidence before me to grant the relief sought. That is, I find there is insufficient evidence before me to grant an order preventing the Landlord from passing the cost of attendance of a pest control technician on to the Tenant. I find the Landlord acted reasonably in arranging pest control treatment and advising the Tenant with respect to preparing the unit for treatment. I also find that the pest control technician's decision not to treat the Tenant's rental unit was prudent given the Tenant's reluctance to vacate the rental unit for four hours as recommended. As a result, I am not satisfied that the Landlord is not entitled to recover the cost of the technician's attendance, but that application is not before me.

Considering the above, I find that the Tenant's application is dismissed. As the Tenant has not been successful, I find that the request to recover the filing fee is also dismissed.

### Conclusion

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: November 4, 2022

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Residential Tenancy Branch