



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding YORK TOWN ENTERPRISE  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MNRT, MNDCT, RR, RP

### Introduction

On September 21, 2022, the Tenant applied for a Dispute Resolution proceeding seeking a repair Order pursuant to Section 32 of the *Residential Tenancy Act*.

On January 20, 2023, the Tenant amended her Application seeking a Monetary Order pursuant to Sections 33 and 67 of the *Act* and seeking a rent reduction pursuant to Section 65 of the *Act*.

The Tenant attended the hearing, with N.A. attending as an advocate for the Tenant; however, neither Respondent attended the hearing at any point during the 58-minute teleconference.

At the outset of the hearing, I informed the parties that recording of the hearing was prohibited, and they were reminded to refrain from doing so. As well, all parties in attendance provided a solemn affirmation.

N.A. advised that she served each Respondent with a separate Notice of Hearing and evidence package by registered mail on October 5, 2022 (the registered mail tracking numbers are noted on the first page of this Decision). She testified that the Landlord's company received this package on October 9, 2022, and that the Landlord/owner (W.Y.) received this package on October 11, 2022. Records indicate that the Respondents submitted four pages of documentary evidence for consideration on January 17, 2023, so it is clear that these packages were received. Based on this solemnly affirmed testimony and evidence before me, I am satisfied that both Respondents were served the Tenant's Notice of Hearing and evidence packages in accordance with Sections 89

and 90 of the *Act*. As such, the Tenant's evidence will be accepted and considered when rendering this Decision.

N.A. then advised that the Tenant's Amendment and additional evidence was served to W.Y. by registered mail on January 25, 2023, and that he received it on January 26, 2023 (the registered mail tracking number is noted on the first page of this Decision). Based on this solemnly affirmed testimony, I am satisfied that W.Y. was served the Tenant's Amendment and additional evidence package. However, as this Amendment was served late, and not in accordance with Rule 4.6 of the Rules of Procedure, the matters in the Amendment will not be addressed in this Decision. As such, the Tenant's claims in her Amendment are dismissed with leave to reapply. Furthermore, the Tenant's additional evidence will be excluded and not considered when rendering this Decision.

All parties were given an opportunity to be heard, to present sworn testimony, and to make submissions. I have reviewed all oral and written submissions before me; however, only the evidence relevant to the issues and findings in this matter are described in this Decision.

#### Issue(s) to be Decided

- Is the Tenant entitled to a repair Order?

#### Background and Evidence

While I have turned my mind to the accepted documentary evidence and the testimony of the parties, not all details of the respective submissions and/or arguments are reproduced here.

The Tenant advised that the tenancy started approximately 23-25 years ago, that rent was currently established at \$1,044.00 per month, and that it was due on the first day of each month. A security deposit of \$362.00 was also paid. A copy of the signed tenancy agreement was not submitted as documentary evidence for consideration.

She testified that she first encountered an issue with bedbugs in the rental unit in June or July 2020, and an agent for the Landlord brought in a pest control company to treat

this issue on July 1, 2020. As well, the agent brought in a different pest control company to conduct a second treatment of the rental unit on July 30, 2020. These treatments worked; however, she had to throw out her furniture as per the agent of the Landlord's direction, and she had to launder everything in the rental unit. She also stated that the agent of the Landlord would yell and scream at her unnecessarily.

She advised that the bed bugs returned at the end of April 2022, and she stated that after she informed the Landlord of this issue, they sent out a pest control company that completed one spray of the rental unit on May 19, 2022. However, this did not correct the issue, so she called W.Y. on June 27, 2022 to inform him of this. She testified that W.Y. told her to deal with his agent, and that if his agent would not conduct any further treatments or address the issues, W.Y. would not do anything else to help or to correct the problem. She then submitted that W.Y. offered her \$10,000.00 to move out instead of him addressing the issue of a bed bug infestation.

N.A. advised that as neither the agent for the Landlord nor W.Y. would fix this problem, the Tenant then paid for a pest control company to come in and deal with the issue. She stated that the pest control company completed two treatments, on October 26, 2022, and November 22, 2022, and she stated that the problem with the bed bugs has now been resolved. She referenced the invoices submitted as documentary evidence to support the claims that the Tenant has remedied this issue herself, despite it being the responsibility of the Landlord to correct.

### Analysis

Upon consideration of the evidence before me, I have provided an outline of the following Sections of the *Act* that are applicable to this situation. My reasons for making this Decision are below.

Section 32 of the *Act* states that the Landlords must provide and maintain a rental unit in a state of repair that complies with the health, safety, and housing standards required by law and having regard for the age, character and location of the rental unit, makes it suitable for occupation by a tenant.

Based on the undisputed evidence before me, I am satisfied that the Landlords were advised of a necessary repair and that the Landlords have been negligent in addressing this sufficiently. As a result, it appears as if the Tenant completed a repair that the

Landlords were supposed to undertake, and she paid for this out of her own pocket. As the repairs have already been completed, I cannot Order the Landlords to fix this problem now. However, as noted earlier, the Tenant's claims for monetary compensation have been dismissed with leave to reapply.

As an aside, the Landlords are reminded of their obligation to repair and maintain the rental unit. The Landlords are also cautioned that if they are found to be repeatedly breaching the *Act*, they could be subject to future claims from the Tenant. In addition, the Compliance and Enforcement Unit of the Residential Tenancy Branch is responsible for administrative penalties that may be levied under the *Act*. They have the sole authority to determine whether to proceed with a further investigation into repeated matters or contraventions of the *Act*, and the sole authority to determine whether administrative penalties are warranted in certain circumstances. The Tenant can contact the Residential Tenancy Branch to inquire about initiating an investigation by the Compliance and Enforcement Unit should they believe that the Landlords are continuing to avoid their obligations or attempting to circumvent the *Act*.

### Conclusion

Based on the above, the Tenant's request of a repair Order is dismissed without leave to reapply. However, the Tenant's claims for a rent reduction and a Monetary Order for compensation are dismissed with 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: February 6, 2023

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Residential Tenancy Branch