



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OLC PSF RP

Introduction

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

- An order that the landlord comply with the Act, regulations or tenancy agreement pursuant to section 62;
- An order that the landlord provide services or facilities pursuant to section 65; and
- An order that the landlord make repairs to the rental unit pursuant to section 33.

Both parties attended the hearing and were given a full opportunity to be heard, to present sworn testimony, to make submissions and to call witnesses. The tenant represented themselves with the assistance of an advocate.

As both parties were present service was confirmed. The parties each testified that they were served with the respective materials. Based on the testimonies I find each party duly served in accordance with sections 88 and 89 of the *Act*.

Issue(s) to be Decided

Should the landlord be ordered to comply with the Act, regulations or tenancy agreement?

Should the landlord be ordered to provide services or facilities?

Should the landlord be ordered to make repairs to the rental unit?

Background and Evidence

This tenancy began in November 2019, originally for a fixed-term but converted to a month-to-month by the agreement of the parties. The monthly rent is \$800.00.

The tenant submits that there is an infestation of silverfish and fleas in their rental unit. The tenant has informed the landlord of the pests and while the landlord has arranged for pest control companies to attend and treat the rental property, the tenant says the problem persists. The tenant submits into documentary evidence photographs of the silverfish she has caught, and a doctor's note attesting to the fact that the tenant appears to have suffered bug bites. The tenant also submits that there are issues with the window seals which do not properly close.

The landlord submits that they have taken reasonable steps to address the tenant's concerns by having a pest control company attend in December, 2019 when the issue was first reported.

Analysis

Pursuant to Rule of Procedure 6.6 the applicant bears the onus to prove their case on a balance of probabilities. While I accept that the tenant finds their situation to be uncomfortable and has multiple complaints, I am not satisfied that the landlord has violated any portion of the Act, regulations or tenancy agreement or acted in a negligent manner such that an order for compliance is required.

I find that the landlord has acted reasonably by retaining the services of a pest control company when the issue was first raised by the tenant. Based on the evidence I find that the pest control activities were timely, reasonable and conducted by a professional. The recurrence of some pests months after the initial pest control actions is not attributable to negligence or a breach on the part of the landlord but simply a part of the ongoing struggle of dealing with pests. Under the circumstances, I am not satisfied that there has been a breach of the Act, regulations or tenancy agreement that would give rise for an order that the landlord comply. As such I dismiss this portion of the application.

Similarly, I find insufficient evidence that the landlord has withheld or failed to provide services or facilities required in law to the tenant. I find that the landlord has arranged for pest control services in a reasonable timeframe and attempted to address the concerns raised by the tenant. I find the tenant's complaints about ongoing pests to be

insufficient to establish that the landlord has not provided necessary services. While the landlord would be well advised to take whatever additional steps they deem appropriate to address the tenant's concerns, I find that there is insufficient evidence that they have failed to provide services or facilities. Consequently, I dismiss this portion of the application.

I find insufficient evidence in support of the tenant's complaints about the window seals. I am not satisfied that there is an issue that requires an order for repairs. I therefore dismiss this portion of the application.

Conclusion

The tenant's application is dismissed in its entirety 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: September 1, 2020

Residential Tenancy Branch