



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

Decision

Dispute Codes MNDC, FF

Introduction

This matter dealt with an application by the tenant for a monetary order for compensation for having to vacate the rental unit early due to an infestation of insects. The tenant appeared at the hearing and was assisted by a translator. The landlord also appeared at the hearing, which was held via teleconference.

Both parties had submitted documentary evidence prior to the hearing and I advised both parties that I would consider the documentary evidence as well as their oral testimony given at the hearing. Both parties were affirmed at the commencement of the hearing.

Issues(s) to be Decided

The tenant asserts that the infestation of insects in her rental unit was so significant as to render it unfit for habitation. The tenant vacated the premises early and seeks recovery of her prepaid rent.

Background and Evidence

The tenant entered into a short term rental agreement with the landlord for a furnished room provided by the landlord. The tenant moved into the premises on July 1, 2008 and prepaid the rent until the end of September 2008.

The evidence of the tenant is that shortly after moving into the rental unit that she discovered that there was an infestation of insects, namely "bed bugs". The tenant also found that another tenant in the room next to her had recently moved out due to the insect infestation. On July 18, 2008 the landlord posted a notice stating that the bed bugs were the problem of the tenants.

The tenant gave evidence that she approached the landlord on July 18, 2008 about the problem and requested that the premises be cleaned by an exterminator. The landlord refused at that time due to the cost and that the room would be uninhabitable for at least two weeks, and told the tenant that she could move out like the previous tenant had.



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The tenant found that the infestation was severe and she sought medical attention for the bites. The tenant has also provided photographs of the afflicted areas which show significant skin irritations. A note from the attending medical doctor has also been provided.

The tenant vacated the premises on July 31, 2008 and requested a refund for the prepaid rent for August and July 2008. She also gave testimony that the previous tenant that had vacated the premises for the same problem had been given a refund by the landlord, and submitted a written statement from the previous tenant in support of that statement. This statement also verifies the tenant's allegation that the bed bugs were not confined to one room in the rental premises. The tenant also gave evidence that another tenant had moved out in May 2008 for the same reason.

The landlord gave oral testimony and provided documentary evidence that they had utilized an exterminator service in August to deal with the problem. The landlord's testimony was that the bed bugs were caused by the tenant.

At the hearing the landlord did acknowledge that there were bed bugs, but did not give any evidence that they had taken measures to deal with the problem at the time the tenant requested them to.

Analysis

In reviewing the evidence I find that the landlord was aware of the bedbug infestation as early as May 2008 and most definitely in early July 2008. The tenant requested the landlord take measures to exterminate the infestation on July 17, 2008 and the request was refused. The landlord's response to the tenant's request was to advise her that she could move out like the previous tenant had.

The landlord has an obligation to maintain the rental unit in a manner that meets health, safety and housing standards established by law and that the premises are reasonably suitable for occupation.

I find based upon the evidence before me, that the landlord has failed to maintain the premises as required by the Residential Tenancy Act, and as a result that the premises became unfit for habitation. The tenant after bringing this to the landlord's attention was invited to vacate the premises and did so on July 31, 2008.

Conclusion



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I find that the tenant was forced to vacate the premises at the invitation of the landlord who had failed to maintain the rental unit as required. Accordingly I find that the tenant is entitled to recover the prepaid rent for the months of August and September 2008 in the amount of \$1995.00. The tenant is also entitled to recover the filing fee for this application in the amount of \$50.00.

I grant the tenant a monetary order in the amount of \$2045.00 to be paid forthwith by the landlord. This order may be filed in and enforced as a order of the Provincial Court of British Columbia.

Dated: September 09, 2008.

Dispute Resolution Officer