



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC, O

Introduction

This matter dealt with an application by the tenant to obtain a Monetary Order for money owed or compensation for damage or loss under the *Residential Tenancy Act (Act)*, regulations or tenancy agreement, and other issues.

Service of the hearing documents was done in accordance with section 89 of the *Act*, and was hand delivered to the landlord on June 09, 2011.

Both parties appeared, gave affirmed testimony, were provided the opportunity to present their evidence orally, in written form, documentary form, to cross-examine the other party, and make submissions to me. On the basis of the solemnly sworn evidence presented at the hearing I have determined:

Issue(s) to be Decided

- Is the tenant entitled to a Monetary Order for money owed or compensation for damage or loss?

Background and Evidence

Both Parties agree that this month to month tenancy started on July 15, 2010. Rent for this unit was \$900.00 per month and was due on the first day of each month.

The tenant testifies that she notified the landlords' office that she had an issue with bedbugs as she had found a couple of bugs in her unit. She gave samples of these to the landlord. She states the landlord did send an inspector to inspect her unit but he found no evidence of bedbugs and as she was unsure if she actually had an infestation she did not take up the landlords offer to have her unit sprayed as she has a weakened immune system. The tenant states she then researched buildings with bedbugs and found that her building was listed as a building with bedbug problems and states the landlord had not notified her of this.

The tenant states she did not experience any further occurrences until about a month later when she experienced some bites on her legs. She states she caught a bedbug and found two others by her door. At that time she spoke to some pest control companies about treatments and also noticed that a neighbouring tenant had placed a folded towel under their door to cover the gap which was later replaced with duct tape. The tenant states she concluded that they did this because they had also experienced some issues with bedbugs. Later she found a bedbug by the elevator on her floor. The tenant states her research led her to believe the source of the bedbugs was external to her unit.

The tenant states the landlord again offered to spray her unit but as the landlord did not appear to have a systematic plan in place to eliminate the bedbug problem elsewhere in the building she decided that her safest course of action would be to vacate her rental unit.

The tenant testifies that she employed the services of a pest control company to bring in a sniffer dog to locate the source of the bedbugs. The tenant states she informed the landlord that the fee she was paying would also cover the cost of inspecting the four adjacent units and the tenant was willing to pay for this service herself. The tenant states the landlord told her she would have to contact head office and she says she was unsuccessful before the sniffer dog and inspector arrived. She states the dog found a crack in the wall which she was told could be a likely source of bedbug activity and the sofa in the living room which was located near the front door. The tenant states there was also evidence of bedbug fecal matter, casings and dead matter in the bottom of her box spring. She states this inspector

recommended disposal of these items as a precaution. She states the inspector also recommended treatment of the unit and the adjacent units.

The tenant states she wrapped her box spring and sofa and disposed of these and purchased a bedbug mattress cover to protect her mattress. The tenant seeks compensation from the landlord for failing to have a systematic plan in place in the building to prevent bedbugs or to treat them when they appear.

The tenant seeks to recover the sum of \$675.00 paid for overlapping rent for her new unit, \$300 to replace her box spring and bed frame, \$450.00 to replace her sofa, \$145.60 for the inspection of her unit by the pest control, company and sniffer dog and \$103.19 for the mattress cover, The tenant has provided in evidence the receipt for her new rental unit and receipts from the pest control company and for the mattress cover. The remaining items she states are her estimates for replacement costs. The tenant states that on her application she had applied for \$450.00 compensation only; however since filing her application she states her costs have risen and she would like to amend her application.

The landlord testifies that they made several attempts to spray the tenants unit by a pest control company that they use but the tenant refused these treatments because she told them she has a weakened immune system and cannot tolerate pesticides. The landlord states they told the tenant they would need to treat her unit and adjacent units. The landlord states since the tenant has vacated her unit it has been sprayed twice and the pest control company have set up a schedule for continuing treatments. The landlord states they did not ignore the problem but were proactive in attempting to resolve it.

The landlord states the tenant was told not to bring in an alternative company as the landlord has a pest control company that they use. The landlord states they are not responsible for the tenants' costs and state the company they use to treat for bedbugs are able to treat tenants' belongings.

Analysis

I have carefully considered all the evidence before me, including the affirmed evidence of both parties. With regard to the tenants claim to recover rent back from the landlord to the sum of \$675.00; in this matter I find the tenant refused on two occasions the offer by the landlord to have her unit treated for bedbugs. The tenant argues she had no confidence in the landlords plan to eliminate the bedbugs and so it was her choice to move from the rental unit. Therefore it is my decision that the tenant did not give the landlord opportunity to treat the bedbugs and moved from the unit herself. Therefore, this portion of her application is dismissed.

The tenant has also argued that she was not informed that the building has been listed on the 'bedbug registry' and states she should have been informed of this prior to occupation. However, a landlord does not have to provide this information to a tenant unless they are specifically asked and the information is readily available to tenants from the internet.

With regard to the tenants' application for compensation for costs incurred because she disposed of her box spring, bed frame and her sofa; in this matter I again find that the tenant did not give the landlord opportunity to deal with the bedbug issues and find these items of furniture can be treated successfully and need not be disposed off. Therefore as it was the tenants' choice to dispose of her furniture the landlord cannot be held responsible for the replacement costs and this portion of the tenants claim is dismissed.

With regard to the tenants claim to recover the cost of hiring her own pest control company; I find as this was the tenants decision to do so that the landlord cannot be held libel for this cost especially when the landlord offered to treat her unit and use his own pest control company who would have had to inspect her unit prior to treatment.

Conclusion

The tenants' application for compensation is therefore 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: July 06, 2011.

Residential Tenancy Branch