



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Quadra Pacific Properties Corporation
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNDC, FF

Introduction

This hearing dealt with the tenant's Application for Dispute Resolution seeking a monetary order.

The hearing was conducted via teleconference and was attended by the tenant; his advocate; and the landlord's agent.

Issue(s) to be Decided

The issues to be decided are whether the tenant is entitled to a monetary order for compensation; and to recover the filing fee from the landlord for the cost of the Application for Dispute Resolution, pursuant to Sections 32, 67, and 72 of the *Residential Tenancy Act (Act)*.

Background and Evidence

The landlord provided into evidence a copy of a tenancy agreement signed by the parties on February 27, 2013 for a month to month tenancy beginning on April 1, 2013 for a monthly rent of \$970.00 due on the 1st of each month with a security deposit of \$472.50 paid. The tenancy ended on September 30, 2013.

The tenant submits that within two weeks of moving in to the rental unit he was informed that there was a bedbug problem in the residential property and by May 23, 2013 there were bedbugs found in his rental unit.

The tenant submits, in a letter to the landlord dated September 3, 2013, that he had originally lived in the residential property from 2008 to 2012. In this letter he states that his previous tenancy ended "after a battle with bed bugs from adjoining suites that left me with damaged furniture that need to be disposed of and replaced."

The tenant goes on to say in the letter that the landlord did not provide "full-disclosure" regarding the ongoing and unresolved issue of a bedbug infestation in the building. The tenant confirmed in his testimony that he did not at any time, prior to signing the

tenancy agreement, ask the landlord specifically about the status of bedbugs in the residential property.

The landlord submits that at the time the parties entered into this tenancy agreement the building had been “bug-free” for 3 months. The landlord submits they have had a monthly contract with a pest control company for several years.

The landlord testified that their first infestation of bedbugs was discovered in 2011 while the tenant had previously been living in the residential property in a different unit. The landlord provided copy of correspondence provided to all tenants at the time and all current correspondence provided to tenants when they discover an infestation.

The parties agree the landlord began, through their pest control contractor, treatment in the tenant's rental unit. The tenant submits that because of the timing of treatment and the condition the landlord left the unit in after treatment he could not live in the rental unit and he had to stay with friends for July, August, and September.

The tenant submits as a result he paid his friend up to \$300.00 for costs of staying there. He also submits that he had to pay a moving company \$750.00 for moving his belongings and that he also had to pay out \$425.00 for additional moving costs and for disposing of damaged furniture. The tenant seeks also compensation in the amount of \$3,500.00 for replacement furniture. The tenant has provided no receipts.

The tenant provided some photographic evidence of the rental unit during treatment and some close up photographs of a mattress and box spring showing bedbugs.

Analysis

To be successful in a claim for compensation for damage or loss the applicant has the burden to provide sufficient evidence to establish the following four points:

1. That a damage or loss exists;
2. That the damage or loss results from a violation of the *Act*, regulation or tenancy agreement;
3. The value of the damage or loss; **and**
4. Steps taken, if any, to mitigate the damage or loss.

Section 32(1) of the *Act* requires a landlord to provide and maintain residential property in a state of decoration and 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 make it suitable for occupation by a tenant.

From the landlord's undisputed testimony I find at the time the parties entered into the tenancy agreement the residential property was bedbug free. I also find that prior to entering into the tenancy agreement the tenant was aware that there had been a

previous bedbug infestation in the residential property when he had previously lived in the residential property.

I find it reasonable that someone who had lived in a residential property previously and that states he ended the tenancy, at least in part, as a result of a bedbug infestation would themselves ask the landlord prior to entering into a new tenancy agreement the status of any bedbug infestations.

From the tenants own submissions he indicates that the previous tenancy with the bedbug infestation ended in March 2012 and that he entered into the new tenancy agreement with the landlord on February 27, 2013 less than one year after he had ended his first tenancy in this property.

In the case before me, I find the tenant was fully aware that there had been bedbug problems in the residential property prior to entering into this tenancy agreement and if that experience had been as stressful as he indicates he either would not have moved back into the residential property or he could have sought out information from the landlord to satisfy himself that there would not be a problem.

I find that once an infestation had been reported to the landlord they not only began treatment on the infested rental units they also monitored adjacent units and began treatment on them as soon as possible. I find the landlord has fulfilled their obligations under Section 32. As such, I find the tenant has failed to provide sufficient evidence the landlord has violated the Act, regulation, or tenancy agreement.

Further, I find the tenant has failed to provide any evidence at all that any of his furniture was sufficiently damaged that it required replacement or what steps he took to attempt to rehabilitate his furniture. And finally, the tenant has provided no evidence at all to establish the value of any losses he attributes to his claim.

Conclusion

For the reasons noted above, I dismiss the tenant's Application in its entirety.

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: January 21, 2014

