



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      MNDC, RP, FF

### Introduction

This matter dealt with an application by the Tenant for compensation for loss or damage under the Act, regulations or tenancy agreement, for repairs to the unit site or property and to recover the filing fee for this proceeding.

The Tenant said she served the Landlord with the Application and Notice of Hearing (the “hearing package”) by personal delivery on April 3, 2014. Based on the evidence of the Tenant, I find that the Landlord was served with the Tenant’s hearing package as required by s. 89 of the Act and the hearing proceeded with all parties in attendance.

### Issues(s) to be Decided

1. Is there a loss or damage to the Tenant and if so how much?
2. Is the Tenant entitled to compensation for the loss or damage and if so how much?
3. Are there repairs to be completed?

### Background and Evidence

This tenancy started on May 15, 2002 as a month to month tenancy. Rent is calculated on 30% of the Tenant’s income and is set presently at \$457.00. A security deposit was not required for this tenancy.

The Tenant said there was a bed bug infestation in some of the units in the rental complex during October and November, 2012. The Tenant said her room was one of the rooms infested and as a result she incurred expenses that she believes the Landlord is responsible for. The Tenant said she told the Landlord that she had bed bugs in her unit around November 15, 2012 and the Landlord call the pest company to inspect and treat the unit. The Tenant thought the pest company came to her unit around November 16, 17 or 18, 2012. The Tenant said because of the infestation of bed bugs she is claiming the following:

Cost of her mattress	\$464.79
Cost of hauling things to the dump	\$ 75.00
Clothing cleaning costs	\$ 50.00
Hotel costs for one night	\$ 96.00
Replacement pillow cases	\$ 44.00
Filing fee for this application	<u>\$ 50.00</u>
Total	<u>\$779.79</u>

The Tenant provide copies of receipts for all her claims except the cloth cleaning which she said was coins for a commercial laundry.

The Tenant continued to say that she had originally applied for new carpet in her unit as well, but now she is requesting the carpet be removed and a floor put in that bed bugs do not live in. The Landlord said they are replacing the carpets in the units and are approximately 60% completed, but they only replace the flooring when the units are vacated between tenancies. The Landlord said there is no required on the Landlord to replace flooring because of age in any of the units.

Further the Tenant said she has had red lumps on her body from the bed bug bits and she been to emergency department of the hospital a number of times as a result of the bed bug. The Tenant continued to say that she is now afraid to go into parts of the rental unit and she has been sleeping in a chair and on an air mattress because she is nervous about the bed bugs biting her. The Tenant said that after the pest company treated her room the unit was free of bed bugs from November 2012 to just recently when again she believes she has been bitten and she has caught some bugs which she has in a jar on her balcony. The Tenant said she has been inconvenienced and has incurred expenses that she believes the Landlord should be responsible for.

The Landlord said the rental complex did have bed bugs in a few of the units during October and November 2012. The Landlord continued to say that he acted on controlling the bed bugs as soon as he was informed that there was a bed bug issue. The Landlord said they contacted the most reputable pest company named by the Landlord's association and the pest company came out as soon as possible. The Landlord indicated that the Tenant said she made the complaint on November 15, 2012 and the company was in the Tenants unit within a few days to access the problem and treated the unit by the end of November, 2012. The Landlord said he believes the bed bug problem started on late October, 2012 when a bed was brought in to a unit on the floor below the Tenant's unit. The Landlord said they acted as quickly as they could and acted in a responsible manner to address the bed bug issue. As well the Landlord said that the bed bug issue has not recurred in the Tenant's unit until recently when she informed the Landlord she thinks she has bed bugs again. The Landlord said as soon as the Tenant told him of the problem he contacted the pest company who have inspected the Tenant's unit again and the pest company found no bed bugs or signs of bed bugs in the Tenant's rental unit. The Landlord said that the Tenant did not cooperate with the Landlord and the pest company in preparing the room correctly so

that the pest company could do a thorough and proper inspection. The Landlord said he is will to have the pest company do another inspection and treatment if necessary, but the Tenant has to cooperate in preparing the room for the pest company to inspect. The Tenant said she will cooperate in preparing the room for the pest company to inspect.

The Landlord continued to say they are not responsible for the Tenant's expenses due to the bed bug issues as the Landlord was not responsible for creating the problem and the Landlord acted in a responsible way to control the problem as soon as the Landlord knew about the bed bug issue. The Landlord said the treatment of the Tenant's unit cost \$1,300.00 and the Landlord had the carpets professionally cleaned at a cost of \$150.00. The Landlord said they have done what is expected and what is required of a Landlord when an issue like this occurs.

The Tenant said in closing that she will cooperate with the Landlord and the pest company to prepare the unit for an inspection and treatment if required.

The Landlord said in closing the Tenant has no bases for her claim as the Landlord did not create the bed bug issue and the Landlord acted quickly and responsibly to control the problem. The Landlord continued to say if the Tenant is cooperative the Landlord will pay for another inspection and treatment if required and the Landlord will help inform the Tenant on how to deal with issues arising from bed bug problems.

### Analysis

For a monetary claim for damage or loss to be successful an applicant must prove a loss actually exists, prove the loss happened solely because of the actions of the respondent in violation to the Act, the applicant must verify the loss with receipts and the applicant must show how they mitigated or minimized the loss.

Both parties agree a bed bug infestation occurred in some of the units at the Landlord's rental complex. The Tenant has provided receipts that prove she experienced a financial loss as a result of the bed bug issue in her rental unit. As well the Tenant provided receipts to verify the loss. In order to be successful in a monetary claim for damage or loss the applicant must also prove the respondent's actions were solely responsible in violation of the Act for the loss or damage claimed. In this situation when bed bugs enter a person's rental unit from another tenants unit the Landlord cannot be held responsible as the Landlord was did not create the bed bug problem. The Landlord is obligated to act quickly and responsibly as soon as the Landlord knows a bed bug issue exists. Both the Tenant and the Landlord testified the Landlord has acted quickly and responsibly when the Landlord was told of the bed bug problem therefore; the Landlord has met his obligation under the Act and regulations. Consequently I find the Tenant has not established grounds to prove the Landlord is responsible for her

expenses, loss or damage which resulted from the bed bug issue in her rental unit. I dismiss the Tenant's application without leave to reapply.

In addition I note that the Tenant has agreed to cooperate with the Landlord and the pest company in doing room preparations for the pest company's inspection and treatment if required.

Further it is understood by the parties that the Landlord will provide the Tenant with information and instructions on what the Tenant has to do to prepare the rental unit for a bed bug inspection and for a bed bug treatment if required.

As the Tenant was not successful in this application I order the Tenant to bear the cost of the filing fee of \$50.00 that she has already paid.

### Conclusion

The Tenant's application is 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: May 14, 2014

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Residential Tenancy Branch

