



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards
Ministry of Housing and Social Development

Decision

Dispute Codes: MNDC OLC RP RR O

Introduction

This hearing dealt with an application by the tenants for a monetary order for compensation for damage or loss and a reduction in rent, as well as an order that the landlord comply with the Act and an order for repairs. Both tenants, an advocate for the tenant, an agent for the landlord and two witnesses for the landlord all participated in the teleconference hearing.

Issue(s) to be Decided

Are the tenants entitled to monetary compensation for damage or loss?

Are the tenants entitled to a reduction of rent?

Should the landlord be ordered to comply with the Act?

Should the landlord be ordered to carry out repairs?

Background and Evidence

The tenancy began on February 1, 2007. The relevant evidence of the tenants was as follows. The tenants very thoroughly cleaned the unit when they moved in, and they had no problems with bed bugs. One of the two tenants, LF, is HIV positive and has bipolar disorder, and he moved into the rental unit because he wanted to live in a clean, stress-free environment.

In the autumn of 2008, a tenant in the building next door had vacated, and the building manager, LS, told the tenants that they could take some of the furniture that had been left behind. About two weeks later, the tenants started getting bites from bedbugs. The tenants complained to the landlord, and the landlord began to take care of the problem. However, the landlord did not tell the tenants what proper steps to take to deal with their laundry, their furniture, and so on. The tenants asked the building manager to provide them with bags and were told that the landlord does not supply bags, and they should

just throw things out by the garbage. The tenants threw out furniture, and had to live for some time without beds or a couch, and had to sleep on an air mattress.

The tenants purchased a replacement couch/bed from an SPCA thrift store on December 16, 2008, and the couch was in the apartment for one month before the tenants started to notice more bed bugs. The tenants have not had any bedbugs now for at least the past two weeks. The tenants have applied for monetary compensation for the cost of 3 couches (\$235), laundry costs (\$265), an air mattress (\$17), two beds (\$300), a reduction in rent of \$100 per month for six months, and \$1000 compensation for mental and emotional stress. The tenants also seek an order that would require the landlord to ensure the permanent removal of the bed bugs.

The response of the landlord was as follows. The landlord has done everything in their power to eradicate the bed bug infestation, and has spent thousands of dollars to do so. The landlord believes that the tenants brought in the bed bugs, as there were no problems with any of the rental units until these tenant introduced the bed bugs. The tenants were advised not to use furniture from thrift marts, but they did so, and the tenants did not take proper steps to dispose of their infested items in the appropriate manner.

The building manager denied having given the tenants permission to remove furniture left behind by another tenant; however, that unit did not have any bed bugs. The building manager also stated that the tenants never asked him for bags.

The tenants have been improperly removing items without bags, and as recently as three weeks ago, the exterminator witnessed the tenants improperly removing an infested headboard. The landlord has been taking all necessary steps to eliminate bed bugs from all the units, but the last time the landlord sought to enter the tenants' rental unit to carry out extermination, the tenants denied access. The landlord is sympathetic to LF's medical condition, but they do not feel the tenants are entitled to compensation, given that they are the source of the infestation.

Analysis

It was clear from the tenants' evidence that they, particularly LF, have suffered mental and physical stress as a result of the bed bug problem in their apartment. It also appears that there may have been some misunderstandings or miscommunication between the building manager and the tenants. However, I am not satisfied that there is sufficient evidence to demonstrate that the landlord has acted negligently or irresponsibly in dealing with the bed bug infestation, and is not responsible for the tenants' monetary losses. I therefore find that the tenants are not entitled to monetary compensation, and it is not necessary to order that the landlord comply with the Act or carry out repairs.

Conclusion

The application of the tenants is dismissed.

Dated April 28, 2009.