

DECISION

Dispute Codes: MNDC, FF

This hearing dealt with an application by the landlord for a monetary order for money owed under the tenancy agreement.

On January 5, 2009, the tenant notified the landlord of a bed bug problem in his unit. The landlord then instructed a pest control company to treat the problem. The landlord submitted a receipt dated January 13 from the pest control company for the amount of \$157.50. He is seeking recovery of this amount from the tenant. The landlord claims that the tenant was the first one in the building to report the bed bug problem. Since then, 5 other units in the building have also reported a similar problem.

The tenant maintained that he was not the first one in his building to report a bed bug problem. He said that in August or September of 2008, his neighbours in unit #40 reported a bed bug problem to the landlord but at the time, the landlord refused to deal with it. The property manager, IM, said that he was not in his current position until October 15, 2008. He did not dispute that the tenants in unit #40 could have reported the bed bug problem in August or September of 2008 but said that he was not notified of such a report.

Based on the above, I find that the landlord has not proven that the tenant has caused the bed bug problem in his unit. Section 32 of the *Residential Tenancy Act* requires the landlord to maintain a rental unit that complies with the health and safety standards required by law and makes it suitable for occupation by the tenant. Accordingly, I find that the landlord is not entitled to recovery of the costs incurred in treating the bed bug problem in the tenant's unit.

Based on the above reasons, I dismiss the landlord's application.

Dated April 15, 2009.