



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes: *ERP, RP*

Introduction

This hearing dealt with an application by the tenant pursuant to the *Residential Tenancy Act* for an order for the landlord to make repairs to the rental unit. Both parties attended and were given full opportunity to present evidence and make submissions

At the start of the hearing the tenant advised me that the required repair work was complete and therefore the tenant withdrew his application for an order for repairs. The tenant requested that his application be amended to include a monetary order for the replacement of his personal belongings and to live rent free from September 02, 2009 until the bed bug problem is resolved. The landlord did not object to the amendment.

Issues to be decided

Has the tenant met the tenant's burden of proof that loss was incurred due to the landlord's violation of the Act or tenancy agreement? Is the tenant entitled to compensation for this loss and if so, in what amount?

Background and Evidence

The tenancy started on October 01, 2000. The monthly rent is \$399.00 due on the last day of each month.

The landlord testified that there is an ongoing program of maintaining the building free of pests. A commercial pest control company is hired to conduct inspections and carry out the appropriate treatments. In August of 2009, the landlord discontinued the services of the pest control company due to inadequate maintenance and hired a different company. The problem of bed bugs was prevalent and in August, 2009 there

were 20 units that were infested. At the time of the hearing, the landlord stated that the new pest control company had narrowed this number down to three.

Prior to the tenant notifying the landlord of the problem, an initial inspection of the tenant's suite was conducted on August 19, 2009 and the presence of bed bugs was detected. The suite was treated several times and the problem persisted. It was discovered that there was a nest inside the tenant's sofa bed which was out of the range of the treatment and the landlord was advised to remove the sofa bed.

In the interest of the safety of the residents of the building, the landlord decided to dispose of the sofa bed. The tenant was not available at that time to provide his permission and the landlord did so without his consent. The landlord admitted that she should have obtained the tenant's consent prior to disposing of the sofa bed. The landlord offered the tenant compensation in the amount of \$500.00.

The tenant refused compensation and filed for dispute resolution. The tenant stated that the sofa bed is approximately eight years old and to replace it would cost \$1640.00. The tenant did not file any documentary evidence to support the value of the sofa bed. The tenant stated that the pest control company is ineffective and he is still currently living with the problem.

The tenant stated that the baseboards were removed by unqualified personnel and have not been put back. The landlord replied that they will be replaced after the treatment is complete and the unit is declared bed bug free. The tenant is claiming free rent starting September 02, until the problem is resolved.

During the hearing the parties engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

Analysis

Pursuant to Section 63 of the *Residential Tenancy Act*, the dispute resolution officer may assist the parties settle their dispute and if the parties settle their dispute during the dispute resolution proceedings, the settlement may be recorded in the form of a

decision or an order. During this hearing, the parties reached an agreement to settle their dispute.

Specifically, it was agreed as follows:

1. The landlord offered the tenant \$500.00 towards the replacement of his sofa bed.
2. The tenant agreed to accept \$500.00 in full and final settlement of his claim for the replacement of the sofa bed.
3. The landlord agreed to replace the base board and repair the drywall in the rental unit after the bed bug treatment was successfully completed.
4. The tenant agreed to withdraw his claims for the return of his rent and to live rent free until the problem is resolved.
5. The parties agreed to exercise any additional goodwill and spirit of cooperation necessary in regard to the above undertakings, which might be required to maintain a positive landlord – tenant relationship.

Both parties agreed that these particulars comprise the full and final settlement of all aspects of this dispute for both parties.

Conclusion

The landlord and tenant have reached an agreement with regard to the tenant's application for compensation.

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: December 08, 2009.

Dispute Resolution Officer