



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes MNDC

Introduction

This matter dealt with an application by the Tenant for compensation for damage or loss due to a bedbug infestation in the rental unit.

Issues(s) to be Decided

1. Is the Tenant entitled to compensation for damages and if so, how much?

Background and Evidence

This tenancy started approximately 3 years ago and ended on September 10, 2009 when the Tenant moved out.

On or about May 15, 2009, the Landlord's agents said they received a report of bedbugs in the rental property so they had an exterminator do a canine inspection of the property on May 22, 2009. As a result of that inspection, bedbugs were detected in the rental unit and on June 23, 2009 a treatment of the rental unit and the surrounding rental units was performed. The rental property was re-inspected on July 7, 2009 and bedbug activity was still detected in the rental unit so a further treatment was performed on July 23, 2009. A further inspection done on August 10, 2009 indicated that there was no "live bedbug" activity however the Landlord's agents said that as a precautionary measure, a further treatment of the rental unit including the Tenant's furnishings was done on September 9, 2009.

The Tenant claimed that he was not responsible for the bedbug infestation and that based on internet research he had done, he believed he could be risking bringing bedbug eggs to a new residence via the furniture so he left it behind. The Tenant also argued that he had heard from a friend who had spoken to an exterminator that bedbugs could be dormant for up to a year but he provided no other evidence of that.

The Tenant argued that the Landlord should compensate him for the loss of his furniture because the Landlord had failed to take adequate steps to control the bedbug infestation. In particular, the Tenant claimed that the Landlord should have addressed the bedbug infestation earlier but instead waited too long and as a result, a "rampant outbreak" occurred. The Tenant said that even though he and his co-Tenant complied with the pre-treatment instructions of the exterminator, they continued to get bedbug bites up to the date they moved out.

The Landlord claimed that the bedbug problem arose because some (unidentified) tenants were not reporting them. The Landlord claimed that as soon as he received a report of bedbugs, an exterminator was called in right away to investigate the source. The Landlord said that the bedbug infestation was not rampant but rather confined only to the Tenant's rental unit at this time. The Landlord also argued that two aggressive treatments of the rental unit and surrounding units were done in an attempt to deal with the problem. The Landlord claimed that there has been no live bedbug activity in the rental unit since August 28, 2009.

The Landlord also claimed that the Tenant's furniture should have been free of bedbugs because there was no sign of live bedbugs after the 2nd treatment and the furniture was steamed on the 3rd treatment which would have killed any eggs. The Landlord said that after the Tenant moved out, his furniture was put in storage at the rental property and that this area was regularly monitored for bedbugs but none were detected.

Analysis

The Tenant has the burden of proof in this matter to show that he suffered damages due to some act or neglect of duty of the Landlord. Section 32 of the Act says (in part) that a Landlord has a duty "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.... that makes it suitable for occupation by a tenant."

The Tenant claimed that the Landlord waited too long to have the rental unit treated and as a result, the bedbug infestation worsened. The Tenant also claimed that there were still bedbugs in the rental unit at the end of the tenancy and therefore his furnishings had a risk of spreading the infestation to his new accommodations. The Tenant, however, provided no evidence to show that the steps taken by the Landlord in the circumstances were unreasonable. The Landlord provided evidence of the exterminator that claimed that there were no live bedbugs in the rental unit as of August 28, 2009. The Landlord's agents also claimed that there was no evidence that the Tenant's furnishings were infested with bedbugs although they admitted they were not certain that the furnishings were still in storage at the rental property.

While I find that the Tenant had a reasonable concern that his furnishings could have been at risk of having bedbug eggs, I find that he has not provided sufficient evidence to show that the Landlord's agents failed to properly carry out their duty under s. 32 of the Act to try to get rid of the bedbug infestation. In particular, the Tenant has provided no evidence of what different steps the Landlord should have taken that would have been



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reasonable in the circumstances. Consequently, I find that there are no grounds for the Tenant's application and it is dismissed without leave to reapply.

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: January 11, 2010.

Dispute Resolution Officer