

DECISION

Dispute Codes: RP, PSF, RR and O

Introduction

This application was brought by the tenant seeking remedies arising from a bed bug infestation in the rental unit, temporary loss of use of the building's mail boxes and consequent confusion on how to pay the rent.

Issues to be Decided

This application requires decisions on whether the tenant is entitled to compensation or a rent reduction because of the bed bug infestation, the interruption of mail service to the rental building and an order with respect to the method of rent payment.

Background and Evidence

The tenancy began on March 1, 2010 under a six-month fixed term rental agreement. Rent is \$775 per month and the landlord holds a security deposit of \$387.50 paid on February 23, 2010.

During the hearing, the tenant stated that shortly after moving in to the rental unit, he became aware of a bed bug infestation. He stated that he had attempted to explain that to the landlord on March 19, 2010, but noted that there may have been a communication challenge as he and the landlord both have heavy accents and different first languages.

On Monday, March 22, 2010, he sought the help of an immigrant assistance group who contacted the landlord on his behalf. While the landlord initially refused to discuss the matter with a third party, then told the tenant when the phone was passed to him that he should make an appointment to discuss it, the message eventually got to the landlord.

Subsequently, a pest control company attended the rental unit on March 23, 2010 and began treatment. In addition to loss of quiet enjoyment, the tenant seeks reimbursement for the extra costs of cleaning clothing, etc. normally associated with treatment of bedbugs. In addition, the tenant submitted receipts for out-of-pocket expenses for baseboard and treatment materials of \$11.81 and \$8.97 respectively.

Analysis

The tenant is of the firm belief that the bed bug infestation was established in the rental unit when he moved in on March 1, 2010. He cited the landlord's reference to a similar problem in a unit in the floor above, a reference made by the landlord to assure the tenant that treatment similar to what he was receiving had been successful in the past.

Given the ability of bed bugs to jump from one article to another and to travel with unsuspecting hosts, I cannot determine with any certainty whether they were resident at the beginning of the tenancy or came later. In addition, the landlord stated that the previous tenant had made no mention of bed bugs.

However, I find that the landlord's quick response in having a pest control company begin treatment the day after he clearly understood the problem meets his obligations under section 32 of the Act to maintain the rental unit in a state of repair that meets with health and safety standards required by law.

As to the matter of postal service, it appears that the landlord did communicate with Canada Post in an effort to restore service as quickly as possible, although there remains a question as to whether the landlord waited until the order from Canada Post before taking action.

Finally, if true, I find that the evidence of the landlord preferring that rent be paid in cash substantially increases the chance of payments going astray, particularly in a building in which mail boxes have been compromised. The landlord did clarify at the hearing that rent could be paid by cheque.

Due to the most unpleasant beginning of this tenancy, the landlord agreed that, in spite of the fixed term agreement, the tenant could end the tenancy by giving one month's notice as prescribed for a month to month tenancy under section 45 of the *Act*. That is, notice would have to be given before a rent-due date to take effect at the end of the month before which it is given.

Conclusion

While none of the individual grievances brought forward by the tenant would alone justify a monetary remedy, I find that collectively they arise from or are exacerbated by some lack of attention by the landlord.

Therefore, I hereby authorize and order that he tenant is entitled to compensation of \$75 and may retain that amount, one time only, from the next rent due following receipt of this decision.

In addition, the landlord agrees that:

1. The tenant may pay his rent by cheque;
2. The tenant may end the fixed term tenancy as though it were a month to month tenancy.

May 17, 2010