



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes MNDC

Introduction

This was the hearing of an application by the tenant for a monetary order. The hearing was conducted by conference call. The tenant and the landlord's representative took part in the hearing.

Issues(s) to be Decided

Is the tenant entitled to a monetary award and if so, in what amount?

Background and Evidence

The applicant has claimed a monetary order in the amount of \$2,515.17. She said in her application that the landlord failed in a duty of care and disclosure of a bedbug issue in the rental unit. She claimed that the landlord breached the agreement and she suffered foreseeable losses as a result of that breach, including pain and suffering.

The rental property is a subsidized apartment building in North Vancouver. The tenant has lived in the apartment building in the past. In March, 2010 she called the landlord's manager to inquire about renting a one bedroom apartment. The landlord told the tenant that a suitable unit would be available on May 1st. During a telephone conversation with the tenant on March 30, 2010 the landlord's manager told the tenant that there were bedbugs in an apartment below the one proposed to be rented to the tenant, but the landlord was treating the problem

On April 1, 2010 the tenant met with the manager. She signed a tenancy agreement and paid a security deposit of \$270.00 and first month's rent in the amount of \$447.00. The tenancy was to commence May 1, 2010. The tenant looked at the rental unit on April 1, 2010. She said it was stifling hot in the unit and it was messy with personal items from the former tenant in the unit. The landlord told her that the unit would be painted and re-carpeted. According to the tenant the landlord agreed that she could move in before May 1, 2010.

The tenant said that when she spoke to the manager on April 15, 2010 she told the tenant that bedbugs were found in the former tenant's dresser. The tenant said that on April 22, 2010 the manager told her about more problems with bedbugs in other apartments, but that her suite would be ready.

The tenant said that on April 27, 2010 she was told by the caretaker that he was behind in laying the carpet. She said he asked her if she was bringing her boxes and furniture when she moved in. She told him that the movers would arrive on April 30th. The tenant said that he told her that she could move her boxes but she would have to stay in a motel overnight. The tenant said she started to have misgivings about moving into the rental unit.

The tenant's movers arrived to move her one day early on April 29, 2010. She phoned the landlord's caretaker to tell him. The tenant said that he told her that the suite was being sprayed and she could bring her boxes and furniture but she would have to stay in a motel overnight. According to the tenant the caretaker did not tell her why the unit was to be sprayed. The tenant was concerned about the health effects of the chemicals to be used. She told the landlord that she was cancelling the move. She had her belongings placed in storage and stayed overnight with a friend.

The tenant requested that the landlord return her security deposit and pay for her storage and moving costs. She stayed with her sister for most of May before renting new accommodation in North Vancouver.

The landlord's representative testified that the rental unit was ready for occupancy at the commencement of the tenancy. The landlord did not fail to disclose the bedbug issue and the tenant was made aware of the problem in the building before she signed her tenancy agreement. The landlord was prepared to pay for the tenant to stay in a motel even though the tenancy did not begin until May 1st, but there was no impediment to prevent the tenant from moving her furniture and belongings into the rental unit; it was not necessary for her to put her belongings into storage and the tenant did not have grounds to cancel the tenancy agreement. The landlord testified that the rental unit was ready for occupation on May 1, 2010 and the landlord would have paid for alternate accommodation until then

Analysis and conclusion

The evidence from the landlord and the tenant established that the landlord told the tenant before the tenant agreed to rent the unit and before tenancy agreement was signed that there had been a bedbug problem in the building. The tenant signed the agreement knowing that the landlord was treating the problem and based on the landlord's representation that it would deal with the problem and perform renovations to the rental unit before she moved in. Two weeks before the tenancy was to commence the landlord disclosed the fact that bedbugs were found in the rental unit but they would be dealt with and the rental unit would be carpeted and re-painted. The tenant did not suggest cancelling the tenancy agreement after receiving this information. The landlord agreed to allow the tenant to move a few days early. The renovations took longer than expected and the apartment had to be treated for bedbugs on the day the tenant's movers arrived to move her belongings. This was a day earlier than expected. The landlord was prepared to pay for the tenant to stay in a motel but had no opportunity to discuss matters with the tenant because she made the unilateral decision that she would not move in.

I find that the tenant did not have proper grounds to repudiate the tenancy agreement. The tenant proceeded with her moving plans after April 15, 2010, knowing that the rental unit would need to be treated for bedbugs. I find that the expenses that she incurred for storage and other expenses were unnecessary. The tenant is not entitled to an award for non-pecuniary losses. The tenant's application is dismissed without leave to reapply

Dated: December 16, 2010.
