



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Ministry of Public Safety and Solicitor General

DECISION

Dispute Codes OTHER

Introduction

This matter dealt with an application by the Tenant for an order to have the Landlord fumigate her rental unit for bed bugs.

The Tenant said she served the Landlord with the Application and Notice of Hearing (the “hearing package”) by personal delivery on December 8, 2010. Based on the evidence of the Tenant, I find that the Landlord was served with the Tenant’s hearing package as required by s. 89 of the Act and the hearing proceeded with both parties in attendance.

Issues(s) to be Decided

1. Is the Tenant entitled to an order to instruct the Landlord to fumigate the rental unit for bed bugs?

Background and Evidence

This tenancy started on April 20, 2009 as a month to month tenancy. Rent is \$585.00 per month payable in advance of the 1st day of each month. The Tenant paid a security deposit of \$287.50 in April, 2009.

The Tenant said she discovered bed bugs in her rental unit on December 6, 2010. She said she immediately wrote a letter to the Landlord advising him of the situation. As a result of her letter the Landlord had a pest control company come to the unit on December 8, 2010 to inspect it. The Tenant said the pest control agent told her to remove her couch and clean the carpet. The Tenant said she did this but the bed bugs are still in her unit as of the hearing date. The Tenant continued to say that she believes the Landlord should deal with the bed bug problem and that she does not have any money to pay for the removal of the bed bugs.

The Landlord said that he brought in the pest control immediately when he heard about the bed bug problem. He said he paid for spraying of the Tenant’s unit as well as the hall way and several other units around the Tenant’s unit. The Landlord continued to say that he is not seeking a claim against the Tenant for the pest control costs, but he does believe the Tenant is responsible for the bed bug infestation. The Landlord said

he has owned the building for 24 years and he has never had a bed bug issue before. As well the Landlord said the pest control agent indicated that the bed bugs most likely came in with the Tenant or a guess of the Tenant in their clothing. The Landlord continued to say that he was not aware that the bed bug problem was still continuing as the Tenant has not mentioned it to him. He said the pest control company has a warranty on their work and he will phone them immediately to spray the unit and area again.

The Landlord said he believes the Tenant is responsible for the bed bug infestation and he would like a decision regarding who is responsible for the problem. The Landlord also said that he will be responsible for the costs to remove the bed bugs and he would like the Tenant's full cooperation with the fumigation process.

The Tenant said she would cooperate in any way she can to assist the Landlord in eliminating the bed bugs from her rental unit and the building.

Analysis

Section 32 (1)(a) and section 32 (2) say that a landlord and tenant must comply and maintain reasonable health, cleanliness and sanitary standards in the residential properties under a tenancy agreement.

It is apparent from the testimony from both the Tenant and the Landlord that the bed bug problem is only in the Tenant's unit at this time and was not in the unit when the Tenant moved in. From the testimony of the Landlord it appears that this is the first bed bug incident in the rental building. As well from the Landlord's testimony the pest control agent said the bed bugs appear to have come into the building in the Tenant's rental unit. After reviewing the affirmed testimony of both the Tenant and the Landlord, I find the Tenant is responsible for the bed bug infestation in the Landlord's building. As well I order that the Landlord and Tenant work together to eliminate the bed bug problem. The Landlord has agreed to be financially responsible for the costs of the clean up and the Tenant said she will comply with any reasonable request of the Landlord or pest control agent in the removal of the bed bugs.



Dispute Resolution Services

Page: 3

Residential Tenancy Branch
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Conclusion

The Landlord is ordered to hire a pest control company to remove the bed bugs from the Tenant's rental unit and from the building.

The Tenant is ordered to comply with any reasonable request made by the Landlord or pest control agent to assist in the removal of the bed bugs from the Tenant's unit and the Landlord's building

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 05, 2011.

Residential Tenancy Branch