



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, MNDC, FF

Introduction

This hearing dealt with the Landlords' Application for Dispute Resolution, seeking a monetary order to keep the security deposit, for compensation under the Act or tenancy agreement, and to recover the filing fee for the Application.

I note that one of the Tenants is still in the rental unit and therefore, this tenancy has not ended. Therefore, the Landlord's claim against the security deposit is dismissed, as the security deposit only be claimed against once the tenancy has ended.

Both parties appeared, gave affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross-examine the other party, and make submissions to me.

I have reviewed all oral and written evidence before me that met the requirements of the rules of procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issue(s) to be Decided

Are the Landlords entitled to monetary compensation from the Tenants?

Background and Evidence

The Landlord testified that the Tenants emailed him on June 30, 2011, stating one of them woke up with bug bites, which they suspected were bed bugs.

The Landlords had a pest control company come out and a sniffer dog was used. Bed bugs were detected in two locations of the rental unit.

The residential building consists of three separate, self contained rental units, one on top of the other. The Landlord testified that the units shared a laundry facility. The appearing Landlord testified that bed bugs were not found in any of the other rental units in the building.

The appearing Landlord testified that other occupants in the building were upset they had to have their units inspected.

The Landlords had the rental unit treated and no other units in the building required treatment.

The Landlords submit that since the bed bugs were confined to just this one rental unit it is the responsibility of the Tenants to pay for the investigation and treatment of the bed bugs. The Landlords allege they have never had problems with bed bugs before, or since. They claim \$949.76 against the Tenants for the investigation and treatment of the pests.

The Tenants replied that they reported the problem to the Landlords immediately after learning about it. They spent time and money to facilitate the bed bug treatments that had to be done.

The Tenants submit that there is no way to conclusively prove how the bed bugs ended up in the rental unit. They testified that bed bugs can enter a building by adhering to clothes, shoes, or luggage. They testified the bugs can be picked up on bags or on a bus. The Tenants also submit that bed bugs may live without food for up to a year.

The Tenants submit that having bed bugs is like reasonable wear and tear, in that there is no fault attributed to renters for reasonable wear and tear on a rental unit. They say it is up to the Landlords to maintain the rental unit and they are not required to pay for the bed bug treatments.

Analysis

Based on the above, the evidence and testimony, and on a balance of probabilities, I find that the Landlords have failed to prove the Tenants are responsible for the cost of the treatment of bed bugs. Therefore, I dismiss the Application of the Landlords without leave to reapply.

Under section 32 of the Act, both the Landlords and the Tenants have rights and obligations to maintain the rental unit.

Under section 32 (1), the Landlords are required to provide and maintain the rental unit in a state of decoration and repair that complies with the health, safety and housing standards required by law, and to ensure the rental unit is suitable for occupation by the

Tenants. This means the Landlords are responsible to pay for the treatments for pest infestations that occur at the rental unit, unless the Landlords have conclusive evidence that the Tenants are responsible for bringing the pests into the building.

Without conclusive evidence that the Tenants caused the bed bugs to enter the rental unit, the Landlords have no claim against these Tenants for the costs of treatment. For example, the Landlords provided no evidence that the Tenants had brought used furniture into the rental unit, or that the Tenants are hoarders, which may increase the chances of having problems with any type of pests.

Therefore, I dismiss the Application of the Landlords.

Conclusion

The Landlords' claims against these Tenants are dismissed. The Landlords had insufficient evidence that the Tenants caused the bed bugs in the rental unit.

This decision is final and binding on the parties, except as otherwise provided under the Act, and 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 05, 2011.

Residential Tenancy Branch