



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC, MT, FF

Introduction

This matter dealt with an application by the Tenant for compensation for loss or damage under the Act, regulations or tenancy agreement, for more time to make the application and to recover the filing fee for this proceeding.

The Tenant said he served the Landlord with the Application and Notice of Hearing (the "hearing package") by registered mail on November 9, 2012. Based on the evidence of the Tenant and the Landlord, 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.

The Tenant's Advocate said the Tenant has had enough time to make the application.

Issues(s) to be Decided

1. Is there loss or damage to the Tenant and if so how much?
2. Is the Tenant entitled to monetary compensation and if so how much?

Background and Evidence

The Tenant's Advocate said they believe the Landlord is responsible for the Tenant's lost wages and other costs that he has had due to the Tenant moving out of the rental unit because of bed bugs. The Tenant's Advocate continued to say the Tenant was bitten on September 28, 2011, although they did not find evidence of what bit him at that time. The Advocate said the Tenant was bitten again on October 5, 2011 and they did find a bed bug which they kept and it was identified as a bed bug by the pest control company. The Tenant said they talked to the resident Landlord on both occasions and they were told that the building did have a bed bug problem from time to time over the last 2 to 3 years. The Advocate said they discovered the rental complex is a building on the bed bug registry and the resident manager said his rental unit had been treated 4 times for bed bugs. The Advocate continued to say that the Tenant was hospitalized with blood poisoning which they attribute to the bed bug bites. As a result of the bed bug situation the Tenants gave notice to the Landlord that they moved out of the rental unit

on October 31, 2011. The Landlord said they accepted the short move out notice even though it was not proper notice of a full month to accommodate the Tenant. The Tenant's Advocate said they moved out of the unit October 19, 2011 and stayed in a hotel for one night and then stayed at a friend's place for the balance of the month while they moved their belongs out of the rental unit. The Tenant's Advocate continued to say they were advised not to keep the couch, a loveseat, the bed spring and the mattress as these items may not be able to be treated effectively for bed bugs.

As a result the Tenant moved out on October 31, 2011 and filed an application with the Residential Tenancy Branch on November 7, 2011, for a monetary claim as follows:

Lost wages due to the Tenant being hospitalized	\$1,160.00
Estimated loss of the couch and love seat	\$ 600.00
Estimated loss of the mattress and box spring	\$ 500.00
Hotel Cost	\$ 92.00
Estimated cost of storage bins to treat belongs for bed bugs	\$ 150.00
Recover of filing fee for this proceeding	\$ 50.00
 Total claim	 \$ 2,552.00

The Tenant's Advocate continued to say they submitted into evidence the Tenant's pay slips, a WCB claim for lost wages(which was declined), his hospital bracelet and hospital treatment information as proof that the Tenant had lost income due to be in the hospital. As well the Tenant's advocate said the couch and loveseat were approximately one year old and they paid \$1,500.00 for them new, but they felt \$600.00 represented the market value of them. The Advocate continued to say they had to purchase a new bed and they submitted a receipt showing a cost of \$1,080.75. The Advocate said they are claiming \$500.00 as the discarded mattress and box spring were not new. In addition the Tenant and the Advocate submitted receipts for the Hotel room for the night of October 19, 2011 for \$92.00 and receipts for storage boxes in the amount of \$135.23.

The Tenant's advocate said they believe the Landlord was negligent because they did not tell them the building had bed bugs until after their rental unit was infested. The advocate said they believe the Landlord did not meet their responsibility to provide a facility that complies with health and safety standards because of the bed bugs. In addition the Advocate said the Landlord did not ensure the Tenants quiet enjoyment of the rental unit, due to the bed bug problem.

The Landlord said the bed bug problem was not created by the Landlord, but it is the Landlord who must deal with the issue and pay for the treatment of the bed bugs. The Landlord said they inspected the unit the first time and both the Tenant and the Landlord did not find any evidence of bed bugs. The Landlord continued to say when they inspected the rental unit again on October 5, 2011 they found a bed bug and they contacted the pest control company to come to treat the unit immediately. The Tenant said the unit was treated on October 17 and a second treatment of the unit on October

28, 2011. The Landlord said the Tenant was told to leave the couch, loveseat and bed in the room and the Pest control company would heat treat these items at the Landlord's expense. The Landlord said the couch loveseat and bed were not left in the room, but the items were put in the back alley and as a result they were not treated. The Landlord said they acted responsibly as soon as they knew there was a problem with bed bugs. The Landlord said it is to the Landlord's benefit to act quickly when they are aware of a bed bug issue so they do not spread.

The Landlord continue to say the Tenant has not met the burden of prove with regard to his claim for lost wages due to hospitalization, because there is nothing to say the bacteria infection was caused by the bed bugs it may have been caused by another bug bite or a bacteria that the Tenant pick up on his skin. The Tenant said they did not have any evidence that the Tenant's infection was caused directly by bed bugs. The Landlord said the hospital evidence only shows the Tenant had an infection not what caused it.

The Landlord continued to say he is not disputing the Hotel bill of \$92.00 because he understands why the Tenant did not want to stay in the rental unit when a bed bug was found in the unit and when the unit was treated. The Landlord also said he was not sure about the claim for the costs of containers to treat the Tenant's belonging as there were bed bugs in the unit. In both cases though the Landlord said it was not the Landlord's responsibility for either of these claims because the Landlord was not negligence and the Landlord acted in a responsible manner as soon as the Tenant told the Landlord of the situation.

The Landlord concluded his remarks by saying bed bugs are a problem and the Landlord acted in a responsible manner when the Tenant informed them of the bed bugs in the rental unit.

The Tenant's Advocate said they believe the Landlord is responsible for their losses because the Landlord did not warn them of the bed bug problem in the building and as a result their rental unit did not meet health and safety standard and their quiet enjoyment of the unit was disturbed.

Analysis

In order for an applicant to be successful with a monetary claim the applicant must prove a loss actually existed, the loss or damage was solely because of actions or neglect of the respondent in violation of the Act or the agreement, the loss or damage must be verified and there must be proof that the applicant took steps to mitigate or minimize the loss or damage.

In this case the Tenant has established a loss has occurred. The Tenant has loss a couch, a loveseat and a bed and has shown he had reduced wages in the first part of October, 2011 which coincides with the time he was in the hospital. What the Tenant has not proved is that the loss is solely the result of the Landlord's actions or neglect in violation of the Act. The Tenant has not provided corroborating evidence that his admittance to hospital was a direct result of a bed bug bite. The Patient Information sheet the Tenant submitted into evidence only says the Tenant was issued a medication for a bacterial infection no cause of the infection is indicated and no description of the Tenant's condition is indicated. I accept the Landlord's testimony that the Tenant has not proven the Landlord is solely responsible for the Tenant health condition. As well the Tenant was not proven the Landlord was solely responsible for the bed bugs and that the Landlord's actions were in violation of the Act. From both the testimony of the Landlord and the Tenant's Advocate the Landlord acted in a responsible manner as soon as the Tenant informed the Landlord about the bed bug issue in their rental unit. The Landlord called the pest control company and treated the room on October 17 and October 28, 2011. As well the Landlord did not dispute the Tenant's short Notice to End Tenancy due to the bed bugs. I accept the Landlord's testimony and evidence that they acted responsibly is response to the Tenant's complaint about bed bugs.

Consequently, I find the Tenant has not established grounds to support the monetary claim as the Tenant has not proven the Landlord was negligent. The Tenant's application is dismissed without leave to reapply.

As the Tenant has been unsuccessful in this matter I order the Tenant to bear the \$50.00 cost of this application which he has already paid.

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*.

Residential Tenancy Branch