



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC, FF

Introduction

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

The Tenant said he served an agent for the Landlord (the resident building manager, "G.") in person on or about October 26, 2011 with the application and notice of hearing (the "hearing package"). 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 in the Landlord's absence.

Issue(s) to be Decided

1. Is the Tenant entitled to compensation and if so, how much?

Background and Evidence

This tenancy started in January of 2009 as a fixed term tenancy and continued on the expiry of that term as a month-to-month tenancy. Rent is currently \$767.00 per month payable in advance on the 1st calendar day of each month.

The Tenant claimed that in mid-August of 2011, the tenant of the suite across the hall from him reported a bedbug infestation to the Landlord. The Tenant said the Landlord sprayed only this suite (rather than the building) with the result that the bedbugs then spread to surrounding suites including his. The Tenant said he discovered bedbugs in his bedroom 2 – 3 weeks later and reported it to the resident manager. The Tenant said no steps were taken by the Landlord to spray his suite and as a result, he purchased insecticides to try to eradicate the bedbugs. The Tenant said he also sent the Landlord a letter dated December 1, 2011 complaining about their failure to take any steps regarding the bedbugs.

The Tenant said that as a result of the bedbug infestation, a number of his belongings were damaged and could not be salvaged such as a mattress and bedspring, bedding and some clothing. Consequently, the Tenant sought compensation for his expenses to deal with the bedbug infestation as well for his damaged belongings.

Analysis

Section 32 of the Act says as follows:

“(1) a landlord must provide and maintain residential property in a state of decoration and repair that complies with the health, safety and housing standards required by law and having regard to the age, character and location of the rental unit, makes it suitable for occupation by a tenant.

(2) a tenant must maintain reasonable health, cleanliness and sanitary standards throughout the rental unit and the other residential property to which the tenant has access.”

Section 67 of the Act says as follows:

“If damage or loss results from a party not complying with this Act, the regulations or a tenancy agreement, the director may determine the amount of, and order that party to pay, compensation to the other party.”

In the absence of any evidence from the Landlord to the contrary, I find that a bedbug infestation originated in another suite of the rental property but due to the Landlord's failure to take adequate steps to spray a larger area of the rental property, the bedbug infestation spread to the rental unit. In the absence of any evidence from the Landlord to the contrary, I also find that the Tenant brought the bedbug infestation to the attention of the Landlord but that the Landlord failed to take any steps to address the infestation in breach of its duty under s. 32 of the Act.

Consequently, I find that the Tenant is entitled pursuant to s. 67 of the Act to recover his reasonable expenses of dealing with the bedbug infestation on his own and to be compensated for items that were damaged by the bedbug infestation as follows:

- Plastic containers for bed footings: \$10.50
- Mattress Liners: \$26.88
- Insecticides: \$48.50
- Queen mattress and box spring: \$350.00
- Clothing: \$87.32
- Bedding including a duvet: \$217.08

As the Tenant has been successful in this matter, I find that he is also entitled pursuant to s. 72(1) of the Act to recover from the Landlord, the \$50.00 filing fee he paid for this proceeding. Consequently, I find that the Tenant has made out a total monetary award of **\$790.28**.

I Order pursuant to s. s. 72(2) of the Act that the Tenant may deduct this amount from his next rent payment(s) when they are due and payable to the Landlord.

The Tenant must, however, advise the Landlord in writing no later than the date that the rent is due of his intention to apply all or part of the monetary award in satisfaction or partial satisfaction of the rent due for that month.

Conclusion

The Tenant's application is granted. 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 11, 2012.

Residential Tenancy Branch