



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes O

Introduction

This hearing dealt with an Application for Dispute Resolution by the tenant for an order to have the landlord comply with the Act.

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.

Issue(s) to be Decide

Has the landlord breach the Act?

Background and Evidence

The tenancy began on December 1, 2008, and rent is determined as a percentage of the tenant's income. Current rent of \$328.00 was payable on the first of each month.

The advocate for the tenant states the tenant discharged furniture items that were collected and disposed of by the landlord. The landlord is now charging the tenant for the disposal of those furniture items. The advocate states garbage collection is a service provided by the landlord and the landlord has not provided the tenant with notice of discontinuing or restricting the service. The landlord should also provide the tenant with a rent reduction if discontinuing or restricting garbage collection.

The tenant testified his rental unit has been infested with bedbugs and has been inspected seventeen times over the last several years. The rental unit has been treated for bedbugs on many of those occasions.

The tenant testified that in April of 2009, he purchased a new bed, and he took his old bed out into the hallway as another occupant in the building wanted his old bed. However, when the other occupant inspected the bed, bedbugs were discovered and he no longer wanted the bed.

The tenant testified that he then took the bed outside for disposal and he later took the landlord to look at the bed. However, all that was left was the wood frame. The mattress had already been taken away.

The tenant testified he followed the instruction of the landlord for bedbugs. He picked up the required bags from the landlord, which are required to contain items that are infested with bedbugs as this helps to reduce the spread of these bugs. The tenant stated he was not told by the landlord when he picked up the bags that if the furniture was not inspected before removal, that he would be responsible for paying the disposal costs.

The tenant testified that the landlord hires a truck regularly to come and dispose of the furniture items that are infested with bedbugs. The tenant stated that this company was at the rental property and he asked them if they would remove the furniture items from his rental unit as they had bedbugs on them and were sealed in the required bags provided by the landlord. The tenant stated no one at that time mentioned anything about having to have the furniture items inspected or there would be a disposal fee.

The tenant testified if he was aware of the disposal fee he would have had the local church help him as they provide this service for free. The tenant states he should not be responsible for paying the bill, as he did not bring the bedbugs into the rental unit and wants the landlord to stop sending him the bill as this has been an ongoing issued since April of 2009.

The landlord testified that garbage service included in the tenancy agreement is for daily household waste, and not for tenants to have large furniture items removed at the landlord's cost.

The landlord testified there was a bedbug infestation, however, they only pay for furniture disposal when it has been inspected by the pest control company and the company determines if the furniture needs to be discharged or if the furniture can be treated.

The landlord testified the tenant did not follow proper instruction as the furniture was not inspected prior to its removal. Therefore, the tenant is responsible for the disposal cost.

The landlord testified the tenants do get the required bags from their office to store their belongings in until they are inspected by a qualified person. The landlord testified they do hire a company to remove and dispose of the furniture infested with bedbugs.

Documentary evidence filed by the landlord includes the following items:

- Invoice from the furniture removal company - dated March 27, 2009.
- Log sheet contractor call outs – dated March 20, 2009
- Landlord invoice to tenant – April 21, 2009.

Analysis

Based on the above, the testimony and evidence, and on a balance of probabilities, I find as follows:

The tenant's position is the landlord may not terminate or restrict the collection of garbage. The landlord's position is they are not responsible for disposing furniture items, and the tenancy agreement for garbage service is based on normal household waste. I agree with the landlord's position that they are only responsible for disposal of normal household waste. This is consistent with normal city and municipal garbage programs. Therefore, I find the landlord did not restrict or terminate garbage services to the tenant and the tenant is not entitled to a rent reduction.

However, in this case the parties agree there had been an ongoing infestation of bed bugs in this rental property. There was no evidence to suggest this infestation of bedbugs was caused by the tenant.

In this case, the tenant received furniture bags from the landlord to store the furniture items that he suspected were infested with bedbugs. The tenant's evidence was that the company the landlord hired removed the furniture items from his rental unit and the items were taken away. The evidence of the tenant was he was never told he would be charged for the disposal if the furniture was not inspected.

The evidence of the landlord was the tenant did not follow proper instructions, and as a result, they are not required to pay for the cost associated with the removal of the furniture. However, I note the landlord did not provide the tenant with written notice of this policy.

The log sheet contractor call out, dated March 20, 2009, list the tenant's unit, and is signed approved by property manager for payment. I find, if the property manager was not approving the tenant's items for disposal at that time, the property manager had the option to have the items taken back to the tenant's rental unit until properly inspected or alternatively, the landlord could have had the tenant sign the log sheet that the tenant would pay the invoice for the removal of the furniture items. Therefore, I find the tenant is not responsible for the cost associated with the disposal of these items.

Conclusion

The tenant's application is granted. The tenant is not responsible to pay the cost of disposing these items.

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: March 22, 2012.

Residential Tenancy Branch