



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC

Introduction

This hearing dealt with an application by the tenant for monetary compensation. The tenant and an agent for the landlord participated in the teleconference hearing.

At the outset of the hearing, each party confirmed that they had received the other party's evidence. Neither party raised any issues regarding service of the application or the evidence. I have reviewed all testimony and other evidence. However, only the evidence relevant to the issues and findings in this matter are described in this decision.

Issue(s) to be Decided

Is the tenant entitled to monetary compensation as claimed?

Background and Evidence

The tenancy began on July 1, 2011. In August 2011 the tenant reported to the landlord that there were bedbugs in her rental unit. The tenant's unit was fumigated on August 26, 2011.

Tenant's Claim

The tenant was not informed of any problems with bedbugs when she moved into the rental unit. On August 1, 2011 the tenant started noticing welts on her skin. The tenant thought that she was suffering from an allergy. On August 8, 2011 the tenant noticed some insects crawling on her arm, and upon investigation she identified them as bedbugs. The tenant was not previously familiar with bedbugs, because she had moved from Saskatchewan where there are no bedbugs.

On August 9, 2011, the tenant reported the bedbugs to the building manager. The landlord arranged for fumigation, and informed the tenant of the preparation that would

be required before the fumigation was done. The tenant did all of the preparations, and on August 26, 2011 the fumigation was carried out.

The tenant returned to her apartment late in the evening on August 26, 2011 and vacuumed the rental unit as instructed. On August 27, 2011 the tenant disposed of her box spring, mattress and sheets. The tenant continued to find bedbugs in the rental unit, up to the date of this hearing. No follow-up fumigation was carried out.

The tenant has claimed \$899.42 for the replacement costs of her mattress, box spring, covers, pillows and sheets; as well as \$6.00 for a prescription antihistamine.

The tenant acknowledged that she did not receive instructions from the landlord or the fumigator that she needed to dispose of her bedding; nor did the tenant contact the landlord about the ongoing bedbug problems.

Landlord's Response

There were no bedbug problems before the tenancy started. As soon as the landlord learned of the problem, they dealt with it and had treatment done. The landlord believes that the tenant brought in the bedbugs, as there were no complaints by other tenants.

Neither the landlord nor the fumigation company ever instructed the tenant or gave her permission to replace her bedding. The tenant did not make any written complaints about ongoing bedbug problems. The landlord's position is that the tenant is not entitled to monetary compensation.

Analysis

I find that the tenant is not entitled to monetary compensation. The tenant did not provide sufficient evidence to establish that the landlord was aware of the presence of bedbugs before the tenancy began, or that the landlord did not respond in an appropriate or timely manner to the tenant's complaint. The landlord had the rental unit fumigated shortly after the tenant informed the landlord of the problem. The tenant did not have permission or instructions from the landlord to remove and replace her bedding. The tenant did not inform the landlord in writing that the bedbug problem was ongoing after the fumigation.

I note that I make no findings regarding the origin of the bedbugs. It is often difficult to determine how bedbugs have come into a rental unit, as they can be transported even in clothing or books.

As the tenant's application was not successful, she is not entitled to recovery of her \$50 filing fee for the cost of her application.

Conclusion

The tenant's application is dismissed.

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: April 5, 2012.

Residential Tenancy Branch