



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC, FF

Introduction

This conference call hearing was convened in response to the tenant's application for a monetary order for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement, and to recover the filing fees associated with this application.

Both parties attended the hearing and provided affirmed testimony. They were given a full opportunity to be heard, to present evidence and to make submissions.

At the outset, the landlord stated that he filed an application for dispute resolution concerning a claim against the tenant for not cleaning the carpet at the end of the tenancy. Since this application is not before me, the parties were advised that I would only consider the tenant's application, which concerns a claim related to bedbugs, and that the landlord's application concerning other matters with the tenancy can be heard at the next hearing.

Issue(s) to be Decided

Is the tenant entitled to a Monetary Order, and if so for what amount?

Is the tenant entitled to recover the filing fee?

Background and Evidence

The rental unit consists of an apartment in a multi-unit complex. Pursuant to a written agreement, the month to month tenancy started on September 1, 2009. The rent was \$625.00 per month and the tenant paid a security deposit of \$312.50.

The tenant testified that on January 7, 2012, she told the resident manager that she had a problem with bed bugs in her unit. She stated that she was away from January 9 to the 13, and that she had given the resident manager full access to the unit during her absence. The tenant said that on January 13, she called the resident manager again because nothing was done. She said that a pest control unit did not come until January 18, 2012 to treat the problem. She said that the landlord would not accept an early end to the tenancy and that she could not leave until February 29, 2012.

The tenant claimed that she had to throw away her couch and mattress; she claims \$1500.00 to replace these items, and one month's free rent because she feels she ought to have been allowed to leave at the end of January, and that there was an 11 day delay before the landlord attended to the problem.

The landlord testified that he received nothing in writing from the tenant, and that he only heard of the problem by the resident manager on January 11, 2012. He stated that he called the pest control immediately and scheduled the earliest date available for an inspection on January 16. He said that treatment started 2 days later. The landlord said that he took action as soon as he heard from the resident manager on the January, and that he was not negligent in responding promptly, and therefore should not have to compensate the tenant for free rent. He said that he should not be held responsible for the bed bugs in the tenant's unit, and that throwing away furniture is a drastic measure that is not required to treat bed bug problems.

Analysis

The tenant stated that she notified the manager on January 7, and the landlord stated that he received notice of the problem on January 11. Section 32(1) of the *Residential Tenancy Act* provides in part that 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 to make it suitable for occupation by a tenant.

I accept that the landlord took immediate action once he was informed of the problem; however that information was not provided to him for 4 days. The landlord is responsible for the representations made by his resident manager. I find that the resident manager was not diligent in informing the landlord as promptly and therefore immediate action was delayed. I do find however that the delay was minimal, as there is no assurance that the pest company would have, or could have attended the same day.

Section 7(2) of the *Act* states in part that a party who claims for compensation for damage must do whatever is reasonable to minimize the damage or loss. The landlord cannot be held responsible for the presence of bedbugs. I find that the disposal of the tenant's belongings is not reflective of her obligations to minimize her loss and I dismiss the aspect of the application concerning the replacement of furnishings.

I do find however that the tenant did lose some quiet enjoyment as a result of the resident manager's delay in notifying the landlord. In the circumstances I find that an award of \$150.00 will adequately compensate the tenant for loss of quiet enjoyment from the delay in taking action. I take in consideration that the rental unit was already infested, and that there is insufficient evidence before me to determine to what degree this delay made matters worse for compensable losses.

Conclusion

The tenant established a claim of \$150.00. Since she was partially successful, I grant the tenant partial recovery of the filing fee for \$25.00 and pursuant to Section 67 of the Act, I grant the tenant a monetary order of \$175.00.

This Order may be registered in the Small Claims Court and enforced as an order of that Court.

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 12, 2012.

Residential Tenancy Branch