



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes RP, MNDC and FF

Introduction

This application was brought by the tenant on July 16, 2012 seeking a monetary award for damage and losses incurred as a result of the discovery of bed bugs in the rental unit on July 14, 2012. A request for an order for repairs is no longer pertinent as the landlord engaged a pest control on the first business day following the tenant's report of the problem.

As a matter of note, the tenant had, in error, named the individual property manager as respondent in this matter. With consent of both parties and on the property manager's advice that the corporate landlord was aware of the application, the cause of action has been amended to name the corporate landlord as respondent.

Issue(s) to be Decided

Is the tenant entitled to recover the full costs of expenses incurred in responding to the infestation totalling \$2,056?

Background and Evidence

This tenancy began on October 1, 2011. Rent is \$1,140 per month and the landlord holds a security deposit of \$565.

During the hearing, the parties discussed whether the tenant had acted in some haste in moving into a hotel for two days, engaging his own pest control company on a weekend, replacing a mattress that might have been treated, and purchasing a mattress and box spring cover for the new bed.

The landlord showed understanding of the tenant's urgency given that he and his spouse had a three-month old infant in the rental unit.

Consequently, the parties arrived at the following consent agreement:

CONSENT AGREEMENT

The parties agreed to resolve the matter by the landlord sharing the tenant's costs as follows:

One of two nights hotel accommodation	\$250.19
Laundry expenses	50.00
Encasement for new bed purchased by tenant	161.28
TOTAL	\$679.87

Conclusion

To perfect this agreement, the tenant's copy of this decision is accompanied by a Monetary Order for \$697.86, enforceable through the Provincial Court of British Columbia, for service on the landlord.

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: August 07, 2012.

Residential Tenancy Branch