



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

**Dispute Codes:** *MNDC, FF*

### **Introduction**

This hearing dealt with an application by the tenant pursuant to the *Residential Tenancy Act* for a monetary order for compensation in the amount of \$1,345.00, for damage to her personal property caused by bed bugs. The tenant also applied for the recovery of the filing fee. Both parties attended the hearing and were given full opportunity to present evidence and make submissions.

### **Issues to be decided**

Was the landlord negligent with regard to responding to the tenant's bed bugs complaints? Is the tenant entitled to a monetary order for damages and for the recovery of the filing fee?

### **Background and Evidence**

The tenancy started on September 01, 2010 for a fixed term of one year. At the end of the term the tenancy continued on a month to month basis. The monthly rent was \$780.00 due on the first of each month.

The tenant stated that she started getting sores on her abdomen in February 2012 and visited the doctor. Sometime at the end of March, she noticed bed bugs in the rental unit and reported it to the landlord. In her written submission, the tenant contradicted her verbal testimony regarding the date that she reported the presence of bed bugs to the landlord. Her written submission states that she reported the presence of bed bugs to the landlord in early April.

The tenant was also not sure of the date of the first sighting. The tenant stated that when she noticed the bed bugs in the rental unit, she concluded that the sores on her stomach in February were from bed bug bites.

The landlord stated that the tenant did not report the presence of bed bugs at all. He stated that because there was a problem in a different unit in the same complex, as a preventative measure, around the middle of April, he hired a pest control company to conduct inspections of all the rental units in the building complex.

The landlord stated that he provided adequate notice to the tenant and visited the unit along with the pest control employee to conduct an inspection. It was during this inspection that the bed bugs were found and the landlord started immediate treatment of the problem. The first treatment was carried out on April 20, 2012.

In her written submission, the tenant states that treatments were conducted on April 20, May 07 and June 11. The tenant testified that every time she complained about the problem, the landlord ordered a pesticide treatment, but despite this, the problem persisted.

The landlord confirmed that he responded immediately to all the complaints and after a few treatments, on June 30, 2012, the pest control company reported that the problem was taken care of and that there were no more bed bugs present in the rental unit.

The tenant stated that the bugs did not go away and bugs were observed in the heating baseboards and carpet. To avoid being bitten, the tenant stated that she put up a tent in the living room and used the tent to sleep in at night.

On July 15, the tenant gave notice to end the tenancy and moved out on August 15. The landlord stated that she did not pay rent for August and asked the landlord to keep her security deposit as rent. The landlord stated that he was unable to rent the unit for the remainder of August and wanted the tenant to cover this loss of income due to inadequate notice to end the tenancy.

The landlord also stated that despite multiple requests the tenants did not attend a move out inspection and simply left the keys inside the unit and moved out. The landlord stated that the tenants left behind some of their unwanted belongings and he incurred costs to have them removed.

I informed the landlord that he was at liberty to make application for his claim of loss of income and for the cost of taking the tenant's possessions to the dump. I also informed him that I would not be hearing his monetary claims as this hearing was convened in response to the tenant's application.

The tenant filed photographs showing bed bugs, a tent in the living room and furniture left behind by other residents near the dumpster located on the property. The tenant stated that she filed photographs of discarded furniture to demonstrate that the other residents also had the same problem.

The tenant is claiming the following:

|     |  |                   |
|-----|--|-------------------|
| 1.  | Treatment of moving truck (tax not included) | \$645.00          |
| 3.  | Comic book boxes                             | \$100.00          |
| 4.  | Plastic bags                                 | \$30.00           |
| 5.  | Paint and filler                             | \$50.00           |
| 6.  | Mattress                                     | \$100.00          |
| 7.  | Sofa and chair                               | \$80.00           |
| 8.  | Laundry                                      | \$50.00           |
| 9.  | Bedding                                      | \$40.00           |
| 10. | Mattress liner                               | \$30.00           |
| 11. | Antibiotics                                  | \$20.00           |
|     | Total  | <b>\$1,345.00</b> |

### **Analysis**

Section 32 of the *Residential Tenancy Act*, speaks to the landlord and tenant obligation to repair and maintain the rental unit. The landlord must provide and maintain the rental property in a state of decoration and repair that complies with the health, safety and housing standards required by law.

In this case, I find that the landlord fulfilled his obligations by being proactive and conducting inspections to detect bed bugs, acting on the tenant's complaints in a timely manner and making the necessary arrangements to address the problem. Based on the sworn testimony of both parties, I find that the tenant has not proven negligence on the part of the landlord.

#### **1. Treatment of moving truck - \$645.00**

The landlord is not responsible for the treatment of the tenant's truck. In addition the tenant has filed a quote for this treatment and has not had it done. Accordingly, the tenant's claim for \$645.00 is dismissed.

#### **2. Plastic boxes - \$200.00**

The tenant has provided receipts for tote boxes purchased at the end of April and early May. The total of the purchase including tax is \$73.56.

Since the unit did have bed bugs, the tenant was required to store her belongings in plastic totes. Therefore I find that the tenant is entitled to \$73.56.

3. Comic book boxes- \$100.00

The tenant stated that the comic books were stored in cardboard boxes which she had to dispose of during the treatment for bed bugs. The tenant still has the books but is claiming for the cost of the boxes. The tenant did not file any evidence to support this claim and in addition has been awarded the cost of plastic boxes. Accordingly, the tenant's claim for \$100.00 is dismissed

4. Plastic bags - \$30.00

5. Paint and filler - \$50.00

6. Mattress \$100.00

7. Sofa and chair \$80.00

The tenant has not filed any evidence to support the above claims. She has filed photographs of discarded furniture and mattresses but stated that they did not belong to her and that she filed these photographs to indicate that other residents were throwing away their belongings due to the bed bug problem.

In the absence of evidence to support the above, I dismiss these claims.

8. Laundry - \$50.00

The tenant stated that she had to put her clothes into the dryer and subject them to high temperatures to destroy any bugs that may be present on the clothing. Again the tenant has not provided any information on how she arrived at the quantum of her claim. She stated that she did not have any receipts because it was a coin operated laundry.

Based on the testimony of both parties, I find that there was a problem with bed bugs and that the tenant would be required to launder her clothing at a higher temperature setting than normal. However the tenant would have some laundry expenses even if there were no bed bug issues. Accordingly, I award the tenant \$25.00 towards her claim.

9. Bedding - \$40.00

The tenant has not filed any evidence to support this claim and therefore I dismiss it.

10. Mattress liner \$30.00

The tenant did file a receipt dated April 21, 2012, in the amount of \$30.00.

While the receipt does not clearly state what this cost is for, I find on a balance of probabilities that it is more likely than not that the tenant purchased a mattress liner. Accordingly I award the tenant \$30.00.

#### 11. Antibiotics - \$20.00

The tenant did not file any evidence to support her claim. She testified that she visited the doctor in February and the bug problem started in April. Therefore I find that the two are not related and accordingly I dismiss the tenant's claim for \$20.00

Overall the tenant has established a claim as follows:

|     |  |                 |
|-----|--|-----------------|
| 1.  | Treatment of moving truck (tax not included) | \$0.00          |
| 3.  | Comic book boxes                             | \$0.00          |
| 4.  | Plastic bags                                 | \$0.00          |
| 5.  | Paint and filler                             | \$0.00          |
| 6.  | Mattress                                     | \$0.00          |
| 7.  | Sofa and chair                               | \$0.00          |
| 8.  | Laundry                                      | \$25.00         |
| 9.  | Bedding                                      | \$00.00         |
| 10. | Mattress liner                               | \$30.00         |
| 11. | Antibiotics                                  | \$00.00         |
|     | <b>Total</b>                                 | <b>\$128.56</b> |

Since the tenant has proven a fraction of her claim, she must bear the cost of filing her application.

#### **Conclusion**

I grant the tenant a monetary order in the amount of **\$128.56**.

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: September 25, 2012.

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Residential Tenancy Branch