



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC, O

Introduction

This hearing was convened in response to an application by the Tenant pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. A Monetary Order for compensation– Section 67; and
2. Other.

The Landlord and Tenant were each given full opportunity to be heard, to present evidence and to make submissions. The Tenant confirmed that the “Other” in the application is in relation to the claim for compensation.

Issue(s) to be Decided

Is the Tenant entitled to the monetary amounts claimed?

Background and Evidence

The tenancy started on March 15, 2009 and ended on September 30, 2012. Rent of \$850.00 was payable monthly and at the outset of the tenancy the Landlord collected \$450.00 as a security deposit.

The Tenants state that on or about August 31, 2012 bedbugs were discovered in the unit and were reported to the Landlord. There is no dispute that the Landlord called in a pest control company who inspected the unit on September 5, 2012 and scheduled another two days in September 2012 for spraying the unit. The Tenants state that they did not move out of the unit due to the bedbugs as they had been planning to move out anyway. The Tenants state that the bedbugs showed up on the side of the bed that was next to a wall that adjoined with another unit and that the Tenants did nothing to

bring in the bedbugs. The Tenants state that they are unsure whether the adjoining units had bedbugs. The Tenants state that although they were informed that the pest control would be spraying in their unit on two additional dates in September 2012 that this did not occur.

The Landlord denies that they are responsible for the appearance of the bedbugs in the unit and that upon the pest control company inspecting the adjoining units 107, 102 and 104 no bugs were found. The Landlord states that another nearby unit is separated from the Tenants' unit by a cement wall. The Landlord states that no bedbugs were present in the building prior to the appearance of the bugs in the Tenants' unit.

The Tenants state that as a result of the bedbugs in their queen size mattress and box spring that was being advertised for sale on such web sites as Craigslist, they were unable to sell the bed. The Tenants state that the bed is now in storage in their garage at their new location, that the bed has not been treated and that the Tenants are unsure what will be done with the bed. The Tenants claim \$250.00 in compensation for the loss of use of the bed.

The Tenant states that they paid \$50.00 to the Landlord for a mattress cover that was required due to the bedbugs and claim its return.

The Tenant states that some articles of clothing were thrown out and the remainder washed and claim compensation of \$40.00 for the lost clothing and \$60.00 for the cost of laundering the remaining clothing.

The Landlord states that since they are not responsible for the appearance of the bugs and as they diligently and immediately carried out their obligations to inspect and spray, they are not responsible for any of the losses claimed by the Tenants. The Landlord states that the Tenants did not provide any evidence of the costs being claimed such as receipts and did not provide supporting evidence of the advertisements for the sale of the bed which the Landlord states is being claimed at too high a cost for a used bed.

Analysis

In a claim for damage or loss under the Act, regulation or tenancy agreement, the party claiming costs for the damage or loss must prove, inter alia, that the damage or loss claimed was caused by the actions or neglect of the responding party and that costs for the damage or loss have been incurred or established.

Given the Tenants' uncertainty in relation to the existence of a prior infestation in the building, particularly the adjoining units and considering the Landlord's evidence that bedbugs were not found in the other units of the building, and considering that the Landlord responding immediately to the Tenants' report of the presence of the bugs, I find that the Tenants have not substantiated that the Landlord caused the bugs that infested the Tenants' bed or failed to respond to the problem diligently upon its occurrence report. Accordingly, I dismiss the Tenant's application.

Conclusion

The Tenants' 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: November 5, 2012.

Residential Tenancy Branch