



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **Decision**

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

## **Introduction**

This Dispute Resolution hearing was set to deal with an Application by to deal with the tenant's claim for compensation for a persistent and unhealthy problem with bedbugs in the suite.

Despite being served in person on September 27, 2012 the landlord did not appear

## **Issue(s) to be Decided**

Is the tenant entitled to monetary compensation in damages section 67 of the Act?

## **Background**

The tenancy began in December, 2011 with rent of \$980.00.

Evidence was submitted that included copies of medical reports and prescriptions issued in April 2011, August 2012, September 2012, October 2012 and November 2012. Also in evidence was a photo of a "*Pesticide Notice*" indicating that the hallway and laundry room were scheduled to be treated for bedbugs on November 28, 2012. Additional evidence included written testimony, photographs of individuals showing welts and raised red areas on their skin and photos of items in storage.

The tenant testified that they had been plagued with bedbugs in their unit over a long period of time. According to the tenant, they complained twice to the landlord, but received no response. The tenant testified that landlord did treat the tenant's unit for bedbugs in September 2012, but this apparently had no effect. The tenant testified that the landlord did not use the proper methods to exterminate the problem because hallways and storage areas were not being treated at the same time.

The tenant testified that they finally felt forced to vacate due to the bedbug infestation and moved out in October 2012. The tenant is seeking \$3,000.00 in compensation.

## **Analysis:**

With respect to an Applicant's right to claim damages from another party, I find that section 7 of the Act states that if a landlord or tenant does not comply with the Act, the

regulations or the tenancy agreement, the non-complying party must compensate the other for damage or loss that results. Section 67 of the Act grants a dispute Resolution Officer the authority to determine the amount and to order payment under these circumstances.

It is important to note that in a claim for damage or loss under the Act, the party claiming the damage or loss bears the burden of proof and the evidence furnished by the applicant must satisfy each component of the test below:

#### Test For Damage and Loss Claims

1. Proof that the damage or loss exists,
2. Proof that this damage or loss happened solely because of the actions or neglect of the Respondent in violation of the Act or agreement
3. Verification of the actual amount required to compensate for the claimed loss or to rectify the damage.
4. Proof that the claimant followed section 7(2) of the Act by taking steps to mitigate or minimize the loss or damage

Section 32 of the Act states:

*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, having regard to the age, character and location of the rental unit to make it suitable for occupation by a tenant.*

While the presence of vermin would compromise the health, safety and housing standards, I find that the mere existence of a pest infestation does not constitute proof that the landlord is in violation of section 32 of the Act. I find that the key factor in determining whether or not the landlord was complying with section 32, is to examine the question of whether the landlord took adequate measures in trying to control or eliminate the problem. I find that no determination must to be made as to who is “to blame” for the source of infestation.

I find that, once a landlord has been made aware of the presence of vermin, the landlord is responsible under the Act, for taking steps to alleviate the infestation through a qualified pest control contractor and this must occur without undue delay.

I find that, if the landlord fails to take timely measures to ensure that pests in the rental are dealt with, then the landlord would be in violation of section 32 of the Act.

In this instance, I do not find that the landlord was in violation of the Act, as it was confirmed that the landlord had utilized professional pest control experts to try and eradicate the problem. I find that the landlord's use of a qualified pest control expert is sufficient to meet the requirements under the Act, as these companies have certified technicians who are familiar with the issues involved . I find that, re-infestation of bedbugs or other vermin after the fumigation treatment, is beyond the landlord's control to prevent.

In the absence of any violation of the Act or agreement by the landlord, I find that the tenant's monetary claim has not met element 2 of the test for damage.

Therefore, the tenant's application is hereby dismissed in its entirety.

### **Conclusion**

The tenant's application for monetary compensation is dismissed without leave.

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: December 17, 2012.

---

Residential Tenancy Branch