



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

### Dispute Codes:

MNDC

### Introduction

This hearing was convened in response to an Application for Dispute Resolution, in which the Tenant applied for a monetary Order for money owed or compensation for damage or loss.

Both parties were represented at the hearing. They were provided with the opportunity to submit documentary evidence prior to this hearing, to present relevant oral evidence, to ask relevant questions, and to make relevant submissions to me.

The Landlord submitted documents to the Residential Tenancy Branch, copies of which were served to the Tenant. The Tenant acknowledged receipt of the Landlord's evidence and it was accepted as evidence for these proceedings. The Tenant submitted documents to the Residential Tenancy Branch, copies of which were served to the Landlord. The Landlord acknowledged receipt of the Tenant's evidence and it was accepted as evidence for these proceedings.

### Issue(s) to be Decided

Is the Tenant entitled to compensation for losses related to bed bugs?

### Background and Evidence

The Landlord and the Tenant agree that this tenancy began on February 01, 2004; that it ended on October 31, 2010; and that the Tenant remained in the rental unit until November 05, 2010. The Agent for the Landlord stated that during the latter portion of the tenancy the Tenant was obligated to pay rent of \$375.00 of the rent, which was subsidized. At the hearing the Tenant could not recall the rent she was obligated to pay but in her written submission she declared the rent was \$450.00.

The Tenant stated that she has difficulty remembering dates; that "shortly after" moving into the rental unit she reported that she had bedbugs; that the rental unit was inspected by a handyman who suggested that she was mentally ill and should consult her physician; that she continued to report the problem with bedbugs to the Landlord; that on October 05, 2005 she again reported the bedbugs to the Landlord; that on the evening of October 05, 2005 the Landlord informed her that her unit would be treated

the following day; that she attempted to prepare for the treatment but she did not have time to properly prepare; that the rental unit was not treated the following day as her unit was not properly prepared; that the rental unit was treated the following week; that since the initial treatment she continued to experience problems with bedbugs and to report them to the Landlord although she is uncertain of the dates or frequency of the reports; and that the Landlord continued to fumigate the rental unit, although she is uncertain of the dates or frequency of the treatments.

The Agent for the Landlord stated that there are limited records regarding the bedbug problem in this rental unit. The Landlord submitted a letter from a former manager of the residential complex, dated October 19, 2005, in which she acknowledged that the Tenant had reported a problem with "possible" bedbugs "way back when"; that the rental unit had been inspected as a result of the report; and that the report was not confirmed. The Agent for the Landlord stated that the Landlord was not well educated about bedbugs at that time; that the Landlord responded in an appropriate manner for that era; that the Landlord has since become far more aware about bedbugs; and that the Landlord has since become far better at responding to problems with bedbugs.

The letter dated October 19, 2005 indicated that the rental unit could not be treated on October 13, 2005 because of personal property in the rental unit; that the rental unit was inspected on October 19, 2005 and bedbugs in their early stage were detected; that the rental unit was treated on October 19, 2005; that the treatment was incomplete due to personal possessions in the rental unit; and that another treatment was scheduled for October 19, 2005.

The Tenant contends that she continued to report problems with bedbugs after 2005, although she could not provide specific dates; that the Landlord did periodically treat the rental unit after 2005; that she was cooperative and made an effort to properly prepare the unit for treatment; that the treatment did pose health concerns for her and her dog; that on occasion the treatment would need to be postponed as the rental unit was not properly prepared; that she was often not provided sufficient time to prepare/vacate the rental unit; that neighboring units were not treated for bedbugs; and that the initial delay in responding to her report of bedbugs significantly contributed to the Landlord's inability to eradicate the problem.

The Landlord submitted a letter from an individual who acted as the building manager from 2009 to 2011. This individual recalled that the Tenant reported bedbugs during this time; that treatment was scheduled; and that the Tenant either refused treatment for health reasons or the rental unit was not properly prepared for treatment, which resulted in the treatment being rescheduled.

The Landlord submitted a letter from an individual who has acted as a support worker with the Landlord since 2009. This individual recalled that the Tenant reported bedbugs and that she was unwilling to properly prepare her unit for treatment.

The Agent for the Landlord stated that she has represented the Landlord in this tenancy since November of 2011; that the Tenant did not report bedbugs during this time; that there have been problems with bedbugs elsewhere in the residential complex since November of 2011; that the problem persists, in part, due to the transient nature of some of the tenancies; that they now have a regular maintenance schedule to deal with those on-going problems; that a person living next to the Tenant in 2005 has recently informed her that her unit was treated for bedbugs in 2005 and that the problem was rectified; and that the person who moved into this rental unit after the Tenant has not reported problems with bedbugs..

The Tenant contends that she was bitten by bedbugs; that she still has physical evidence of the bites; that she was "terrorized by bedbugs" for most of her tenancy; that she still dreams of bedbugs; that she lives in fear of them; and that she does not have bedbugs in her new home. She contends that she remained in the rental unit for so long because she believed the problem would eventually be resolved and that she eventually decided to vacate because of the infestation.

The Tenant submitted a letter from a physician, dated September 13, 2011, in which the physician declares that the Tenant suffers from significant physical and psychological health problems, and that she should not live in the "downtown east side, because of the bugs and her stress".

The Tenant is seeking compensation, in the amount of \$480.00, for doing two extra loads of laundry per week for a period of 24 months. The number of loads required was simply an estimate provided by the Tenant. The Tenant stated that it costs \$1.50 or \$2.00 for one load, including washing and drying, plus the cost of soap. The Agent for the Landlord stated that it costs \$1.50 for one load, including washing and drying.

The Tenant is seeking compensation of \$1,500.00 for replacing her mattress and \$300.00 for purchasing two replacement mattresses that were used. She stated that her mattress was new when she moved into the rental unit; that it was infested by bedbugs; that she stored it on her balcony and later in a storage area provided by the Landlord, as she did not wish to use it after the bedbug infestation; and that she left it at the residential complex at the end of the tenancy. She stated that she purchased two replacement mattresses during the tenancy as a result of the infestation. The Agent for the Landlord stated that they would not have stored the mattress if they believed it was infested by bedbugs; that she is not aware that the mattress had bedbugs after it was treated for bedbugs; and that there is no evidence the mattress was actually destroyed by bedbugs.

The Tenant is seeking compensation of \$3,292.32 for replacing her couch and \$100.00 for purchasing a used replacement couch. She stated that her couch was new in 2001; that she stored it in a storage area provided by the Landlord at the end of the tenancy; that when she picked it up she determined it was infested by bedbugs; and that she is now storing it in a friend's storage area. The Agent for the Landlord stated that she is

not aware that the couch was infested with bedbugs at the end of the tenancy and there is no evidence the couch was infested with bedbugs at the end of the tenancy.

The Tenant submitted a document from the Pest Control Canada website, which declares that beds and furniture “may” need to be discarded “in heavily infested areas”.

The Tenant stated that sometime prior to the end of the tenancy an agent for the Landlord discarded her couch; that an agent for the Landlord subsequently helped her remove the couch from the garbage; that several couch cushions were missing from the couch when it was retrieved from the garbage; and that the couch was then stored in a storage area provided by the Landlord. The Agent for the Landlord stated that she was aware the couch was stored by the Landlord for a period of time but she has no knowledge of the couch being discarded prior to it being stored.

There is nothing in the Tenant’s statement of claim that mentions the couch was damaged when it was discarded by the Landlord. The Monetary Order Worksheet clearly indicates the couch was damaged by bedbugs.

The Landlord and the Tenant agree that the Tenant had not moved her property from the rental unit by the scheduled end date of the tenancy so the Landlord moved some of her personal belongings into a storage area provided by the Landlord. The Tenant stated that the glass from the coffee table was broken while it was being moved to, or stored in, this storage area. The Agent for the Landlord stated that she is not aware the table was broken while it was in the control of the Landlord.

There is nothing in the Tenant’s statement of claim that mentions the coffee table was broken while it was in the possession of the Landlord. The Monetary Order Worksheet indicates the table was damaged by bedbug “issues”. At the hearing the Tenant did not explain how the table was damaged by bedbugs, although she was given the opportunity to do so.

### Analysis

On the basis of the undisputed evidence, I find that the Tenant reported a problem with bedbugs sometime between February 01, 2004 and October 19, 2005; that a person not trained in pest control inspected the rental unit shortly after the problem was initially reported; and that the person conducting the inspection could not confirm the report. As bedbugs were subsequently detected in the rental unit, I find, on the balance of probabilities, that there were bedbugs in the rental unit when the Tenant initially reported the problem to the Landlord.

Section 32(1) of the *Residential Tenancy Act* (*Act*) requires landlords to maintain residential property in a manner that complies with health, safety, and housing standards and in a manner that makes it suitable for occupation by a tenant. In my view, this includes providing rental accommodations that are free of bedbugs. I find that the Landlord failed to comply with section 32(1) of the *Act* when the Landlord did not

have the rental unit inspected by a pest control technician when the problem was first reported to the Landlord. Although the Landlord did have the unit inspected by an agent for the Landlord, I find that this individual was not educated on the detection of bedbugs and that the response was, therefore, not adequate.

I find that the Tenant is entitled to compensation for the loss of the quiet enjoyment of the rental unit arising from the Landlord's failure to properly respond to her report in a timely manner. Specifically, I find that the Tenant is entitled to compensation for the period between the time of the first report and the time the Landlord took appropriate action to respond to the infestation, which was October 06, 2005.

I find that I have insufficient evidence to determine precisely when the problem was initially reported to the Landlord. Although the Tenant stated that it was reported shortly after she moved into the rental unit, the Tenant has also acknowledged that she has difficulty remembering dates so I am unable to place significant weight on her testimony regarding the timing of the report. I do note that in a letter dated October 19, 2005 an agent for the Landlord acknowledged that the problem had been reported "way back when". On the basis of the information provided at the hearing, I find it reasonable to conclude that the problem was reported several months prior to October of 2005. In determining this matter I have placed little weight on the evidence that bedbugs in their early stages were detected in October 2005, as it is entirely possible that other stages of bedbugs were present in the rental unit and were simply not detected or reported.

On the basis of the testimony that she was bitten by the bedbugs and that she did not like living in the rental unit as a result of the bedbugs, I find that the Tenant is entitled to compensation of \$500.00 for the loss of the quiet enjoyment of the rental unit for the period prior to Landlord taking action on October 06, 2005. Determining compensation for the loss of quiet enjoyment is highly subjective. While I fully accept that living with bedbugs during this time interfered with the quiet enjoyment of the rental unit, the Tenant was not prevented from using any portion of the rental unit during this time. In the absence of documentary evidence to establish the nature of her physical injuries, I cannot conclude that the loss of the quiet enjoyment of her rental unit was significant enough during this time to warrant greater compensation.

In determining the amount of compensation due, I have placed little weight on the physician's letter, dated September 13, 2011. The letter does not, in my view, establish that the experience with bedbugs during the initial stages of the tenancy exacerbated the Tenant's physical or psychological health issues. The letter merely serves to show that the Tenant has health problems and should not live in the downtown east side, which are not issues that can be controlled by the Landlord.

I find that the Tenant submitted insufficient evidence to establish that the Landlord did not take reasonable steps to control bedbugs in the rental unit after October of 2005. In reaching this conclusion I was heavily influenced by the Tenant's acknowledgment that the Landlord did periodically attempt to treat the rental unit; by the Tenant's acknowledgement that sometimes the rental unit was not properly prepared for

treatment; and by the letters submitted in evidence, in which a former building manager and a support worker both recall that the Landlord attempted to fumigate the rental unit during their tenure and that the Tenant's actions/inaction interfered with those attempts, at least to some degree.

As the Tenant is making the claim for compensation, the onus is on the Tenant to establish that the Landlord did not respond appropriately after October of 2005. I find that the Tenant failed to meet this burden of proof as she was unable to provide specific details of instances after October of 2005 when the Landlord did not respond appropriately to her reports of bedbugs. I therefore dismiss her claim for compensation for any period after October of 2005.

In reaching this conclusion I placed little weight on the Tenant's argument that the initial delay in responding to the report of bedbugs significantly contributed to the Landlord's inability to eradicate the problem. In reaching this conclusion I was heavily influenced by the absence of evidence that shows bedbugs cannot be eradicated with proper treatment regardless of how long they have been in a rental unit and by my personal understanding that bedbugs can be eradicated at any stage in their development. Although the Residential Tenancy Branch does declare that early detection is the key to effective extermination, it does not suggest that the bedbugs cannot be eliminated with proper treatment.

I placed considerable weight on the Agent for the Landlord's statement that the Tenant has not reported bedbugs since the Agent for the Landlord became involved with the tenancy in November of 2011 and by her testimony that the person who moved into the rental unit has not reported problems with bedbugs. In my view, this testimony supports the conclusion that bedbugs can be eradicated with proper treatment.

As there was insufficient evidence to conclude that problem had not been resolved by 2011 and was being closely monitored by the Landlord, I cannot conclude that the Tenant needed to end her tenancy as a result of the bedbugs. I cannot, therefore, conclude that she is entitled to compensation on the basis of her decision to end the tenancy.

In reaching this conclusion I placed little weight on the Tenant's testimony that neighboring units were not treated for bedbugs, as she has no evidence to corroborate this testimony and it was refuted by the Agent for the Landlord.

Generally, a landlord is responsible for paying for the costs of treating a rental unit for bedbugs and a tenant is responsible for preparing the rental unit for treatment. The undisputed evidence shows that all personal effects must be laundered during the course of treating for bedbugs. As laundering personal items is part of the process of preparing a rental unit for treatment, I cannot conclude that the Tenant is entitled to compensation for this expense. I therefore dismiss the Tenant's claim for compensation for laundry costs.

I find that the Tenant submitted insufficient evidence to establish that the Tenant's furniture was destroyed by bedbugs. In reaching this conclusion I was heavily influenced by the absence of evidence from a qualified pest control technician that shows the Tenant's mattress, couch, or table was infested with bedbugs; that any infestation in the mattress, couch, or table had not been eradicated by treatment; or that the infestation in this rental unit could be characterized as a heavy infestation. While the evidence does indicate that furniture may need to be discarded as a result of a heavy infestation, I find that the Tenant has submitted insufficient evidence to show that her mattress, couch, or table needed to be discarded. I therefore dismiss the Tenant's claim for compensation for replacing her mattress, couch, or table and for purchasing replacement mattresses and a replacement couch.

Section 59(2)(b) of the *Act* stipulates that an Application for Dispute Resolution must include full particulars of the dispute that is to be the subject of the dispute resolution proceedings. I find that the Tenant's Application for Dispute Resolution makes no reference to the Tenant's couch being damaged as a result of the Landlord disposing of the couch or the table being damaged when it was discarded or that her table was broken. As the Landlord has not been clearly advised that the Tenant is seeking compensation for damage to the couch or table for anything other than a bedbug infestation, I find that it would be prejudicial to the Landlord to consider a claim for damages to the couch or table for any other reason. I therefore decline to award compensation for damage to the couch that may have occurred when the couch was moved by the Landlord or compensation for the broken table.

### Conclusion

I find that the Tenant has established a monetary claim of \$500.00 in compensation for the loss of quiet enjoyment of her rental unit. In the event that the Landlord does not voluntarily comply with this Order, it may be filed with the Province of British Columbia 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: January 23, 2013

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Residential Tenancy Branch

