



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR, MNDC

Introduction

This hearing dealt with an application by the tenant for a monetary order. Both parties participated in the conference call hearing.

Issue to be Decided

Is the tenant entitled to a monetary order as claimed?

Background and Evidence

Most of the relevant facts are not in dispute. The tenant moved into the residential property on June 1, 2010 to a second floor unit. Several weeks after moving into the unit, the tenant discovered bedbugs and reported them to the landlord.

The residential property had a standing contract with Orkin, a pest control service company, to inspect the property monthly. The technician would inspect common areas and any suites in which a party had complained of bedbug activity and if the presence of bedbugs was found, the technician would immediately begin a treatment program of the affected areas. The landlord testified that prior to the tenant's complaint in 2010, there had been several months in which there had been no indication of bedbug activity in the building and that there had never been any record of activity in the second floor unit.

When the tenant reported bedbug activity, the landlord immediately contacted Orkin, who sent a technician to inspect the unit. The landlord provided a letter from the Orkin technician in which he stated that "There was a great reluctance on the part of [the tenant] and the care giver to do what I required so 'stop gap' remedies were applied: diatomaceous earth, raid, etc. were applied by [the tenant] and the then caregiver."

The tenant and his advocate, B.A., denied that they were reluctant to address the situation.

The tenant eventually moved to a different rental unit, located on the first floor. The tenant claimed that this move took place on June 2011 whereas the landlord claimed that it occurred in November 2011. Regardless of when the move took place, the parties agreed that by August 2012 it became clear that the “stop gap remedies” described by the Orkin technician were not keeping the bedbug population in check and that arrangements were made for the unit to be more aggressively treated.

The landlord claimed that in August 2012, he gave the tenant specific instructions on how to prepare the room for treatment. The tenant and B.A. denied having been given specific instructions by the landlord and stated that he just said that they would need to bag a few books and do laundry.

The parties agreed that when the Orkin technician attended the unit, he gave very specific instructions and agreed to come back 2 days later to treat the unit after the tenant had followed preparation instructions, which included putting all of his belongings in sealed bags or containers and laundering all of his clothing.

The parties agreed that the rental unit appears to have been bedbug free for approximately 4 months.

The tenant took the position that regardless of the source of the bedbugs, the landlord bears the financial responsibility to not only pay for treatment, but to prepare units for treatment. The tenant seeks to recover the costs of preparing the unit for treatment. The landlord argued that each tenant should be responsible for the costs of their own suite preparation.

The tenant’s advocate M.R. argued that because 40% of people who are bitten by bedbugs have no reaction, the landlord’s policy of inspecting only those units from which they had received complaints was inadequate. The landlord disagreed.

Analysis

During a tenancy, unfortunate events can occur which cannot be clearly attributed to either the landlord or the tenant. Where it is clear that a problem has arisen due to the deliberate act or negligence of one party, that party would be held liable for the expenses of the other. However, when that is not the case, it is not reasonable to hold one party liable for all expenses.

I am not persuaded that the bedbug infestation in the unit arose from the landlord’s deliberate act or negligence. The landlord has in place a contract with Orkin in which the property is inspected monthly and I find this measure to be reasonable. I would not

expect the landlord to inspect each suite for bedbugs on a monthly basis as I find that it would likely unnecessarily interfere with the right to quiet enjoyment of the occupants in the building.

As blame for the infestation cannot be clearly laid at the feet of either the tenant or the landlord, I find that the landlord must bear the cost of treating the unit and that each tenant must bear the cost to prepare their unit for treatment.

Conclusion

The claim 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: January 18, 2013

Residential Tenancy Branch

