



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding S.U.C.C.E.S.S.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNDC, FF

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 for loss – Section 67; and
2. An Order to recover the filing fee for this application - Section 72.

The Landlord and Tenant were each given full opportunity to be heard, to present evidence and to make submissions.

Issue(s) to be Decided

Is the Tenant entitled to the monetary amounts claimed?

Is the Tenant entitled to recovery of the filing fee?

Background and Evidence

The tenancy started on July 1, 2007 and ended on October 31, 2012. The security deposit has been returned in full to the Tenant.

The Tenant states that the unit became infested with bedbugs and that although the Landlord treated the unit, the bedbugs returned. The Tenant states that the unit was re-infested as the Landlord failed to treat all of the infested units at the same time. Further, the Tenant states that the tenant across the hall from the Tenant's unit was a hoarder and that the re-infestation likely came from this unit. As a result, the Tenant gave short notice to end the tenancy which the Landlord accepted. The Tenant states that due to

the infestation the Tenant had to replace several household items and claims the replacement costs for these items. The quantum of the claim is \$5,715.56.

The Landlord states that they conducted a proactive inspection for bedbugs on August 13, 2013, discovered bedbugs in the unit and immediately treated the unit twice with chemicals and steam effectively removing the bedbugs. The Landlord states that during September 2013 no bedbugs were reported in the unit. The Landlord states that a follow-up inspection was conducted on October 15, 2013 and the unit was found to be again infested. The Landlord states that additional treatment plans were arranged for this unit however this was cancelled on request of the Tenant who was moving out of the unit. The Landlord states that they carried out their obligations to their best ability and that they followed the recommendations of the pest control company. The Landlord states that the units surrounding the Tenant's unit were treated on the same dates as the Tenant's unit.

The Witness from pest control company states that chemical treatments of units that are not found to be infested or are not close to an infested unit cannot be treated as they are restricted under legislation from treating in these cases. The Witness states that none of the units treated on the Tenant's floor were noted as having any issues with hoarding. The Witness states that re-infestation can occur from many sources, including a visitor bringing in the pest on their shoes. The Witness states that treatment of the unit included the furniture and that there was no need at any point for the Tenant to remove or destroy their household goods and that if such were necessary the Tenant would have been advised. The Witness states that the Tenant's furniture would have been treated again following the report of the re-infestation.

Analysis

Section 32 of the Act provides that 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. Section 7 of the Act provides that where a landlord does not comply with the Act, regulation or tenancy agreement, the landlord must compensate

the tenant for damage or loss that results. 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, that reasonable steps were taken by the claiming party to minimize or mitigate the costs claimed, and that costs for the damage or loss have been incurred or established. Considering the Witness evidence that upon inspection and treatment, no hoarding was noted in the units surrounding the Tenant's unit and accepting the evidence that the Landlord took measures to inspect for bedbugs, treated the unit, followed the recommendations of the pest control company and made preparations to re-treat the unit upon learning of the infestation, I find on a balance of probabilities that the Tenant has not substantiated that the Landlord was negligent or failed to act in carrying out its obligations to provide the Tenant with a properly maintained unit. As a result, I dismiss the Tenant's application.

Conclusion

The Tenant's 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: May 23, 2013

Residential Tenancy Branch