



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes DRI, MNDC, ERP, RP, RR, 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. An Order disputing a rent increase – Section 43;
2. A Monetary Order for compensation for loss - Section 67;
3. An Order for emergency and other repairs – Section 32;
4. An Order allowing the Tenant to reduce rent for services/facilities agreed upon but not provided – Section 65; and
5. An Order to recover the filing fee for this application - Section 72;

The Tenant and Landlord 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 an order for repairs?

Is the Tenant entitled to a rent reduction?

Is the Tenant entitled to recovery of the filing fee?

Background and Evidence

The tenancy started on September 2012. Rent of \$930.00 is currently payable.

The Tenant's Agent (the "Agent") states that while the Landlord has carried out repairs since the application was made, some items remain of concern in relation to the presence of bedbugs. There is no dispute that the Landlord acted within a day of the bugs being reported by the Tenant to have the unit inspected. There is no dispute that the Landlord had the unit treated a week later and again, for the third and last time on this date. The Landlord states that all the adjoining units have also been inspected and the recommendations of the pest control company have been carried out. The Landlord states that they had to cancel a spraying of the Tenant's unit on August 29, 2013 as the unit was not prepared with articles of clothing left on the floor.

The Landlord agrees to further inspect the tub surround and seal any gaps that may be around the wall by September 15, 2013. Although the Landlord believes the repair to be pointless, the Landlord agrees to caulk the baseboards where they have separated from the walls of the unit by September 15, 2013. The Landlord also agrees to repair, by September 15, 2013, the front door knob that does not engage and requires a push to open and close.

The Agent states that she is concerned about the unit across the hall as this tenant is known to be a collector of various articles been and told the Tenant that she too had bedbugs. The Agent states that she is also concerned about the two open areas on the hallway wall outside the Tenant's unit.

The Agent states that the Tenant underwent a particularly stressful month and incurred costs of approximately \$150.00 to spray the unit between the inspection date and the treatment date by the pest control company. The Agent also states that the rent increase was not appropriate given the issues with the tenancy. The Tenant claims \$1,160.00.

The Landlord states that the presence of the bedbugs was neither of the Parties fault, that the Landlord responded immediately to this presence and that the Landlord has incurred significant costs themselves.

Analysis

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. Given the undisputed evidence of the Landlord's actions to respond and act in relation to the presence of the bedbugs and as there is no evidence to support a finding that the Landlord caused the presence of the bedbugs, I find that the Tenant has not substantiated an entitlement to compensation from the Landlord and I dismiss the Tenant's claim for compensation and a rent reduction. As the Agent provided no evidence in relation to the rent increase other than being contrary to the state of the unit, I find that the Tenant has not substantiated any basis to dispute the increase and I dismiss this claim.

Given the Landlord's agreement in relation to repairs, I find that the Tenant's claims for repairs, facilities and services have been satisfied. Should the Landlord fail to act as agreed, I give the Tenant leave to reapply.

Noting that the Tenant raises issues in relation to a possible re-infestation of the unit from the gaps in the hallway wall and the tenant across the hall, given the Landlord's evidence of actions and response to the report of bedbugs, I find that the Landlord has acted reasonably to date and would expect the Landlord to continue such reasonable actions. In any event, I also do not have evidence that such a future re-infestation will in fact happen and I therefore decline to make any order in relation to possible future occurrences.

Based on the Agent's undisputed evidence that items listed in the application were repaired only after the application was made, I find that the Tenant is entitled to recovery of the filing fee and I order the Tenant to reduce October 2013 rent by \$50.00.

Conclusion

I order the Tenant to reduce October 2013 rent by \$50.00 in full satisfaction of the claim.

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: September 03, 2013

Residential Tenancy Branch

