



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Harron Investments Inc.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNR, MNDC, FF

Introduction

This was a hearing with respect to applications by the tenant and by the landlord. The hearing was conducted by conference call. The tenant called in and participated in the hearing. The named representatives of the landlord attended and I heard evidence from the landlord's witness.

Issue(s) to be Decided

Is the tenant entitled to a monetary award for costs associated with a bedbug infestation in the rental unit and for loss of quiet enjoyment?

Is the landlord entitled a monetary award for the cost of bedbug treatments?

Background and Evidence

The rental unit is an apartment in New Westminster. The tenancy began in November, 2011. On May 15, 2013 the tenant discovered that she had bedbugs in the rental unit after she suffered bedbug bites. This happened a month after the tenant of the suite below her moved out and renovations were done to the vacant suite. The tenant suggested that the vacant suite was the likely source of the bedbugs. She said that the landlord did not properly advise her about the treatment process and did not properly treat the rental unit. She complained that the pest control technician did not provide instructions in advance of his attendance to inspect the rental unit. The tenant claimed for her costs associated with the bedbug treatment, including the costs to purchase mattress and box spring covers, pillow covers and garbage bags and as well, the laundry costs incurred to wash all her belongings. The tenant testified that she stayed for the most part in her boyfriend's unit in the rental property after the bedbug infestation. She complained that the landlord's exterminator did not treat the bedbug problem properly. She moved out of the rental unit in August.

The tenant claimed a monetary award in the amount of \$3,051.70. She said this amount covered costs that she incurred as well as compensation equivalent to three month's rent. The tenant alleged that the landlord was responsible for the removal of pests such as bedbugs and this was required by the *Residential Tenancy Act*. She submitted that she was not responsible for bringing bedbugs into the rental unit and there were other, more likely sources apart from the vacant suite below her unit, including some debris, cast off furniture and bedding left by the garbage receptacles in the underground parking area.

The landlord's representatives testified and the proprietor of the landlord's pest control company attended as a witness and testified as to the treatment steps taken. The landlord said that the tenant contacted the resident manager on May 15, 2013 after she found bedbugs in the rental unit. The landlord immediately phoned the pest control company and booked an appointment. The pest control technician attended on May 17th. He inspected the rental unit and all surrounding apartments. No bedbugs were found in any unit other than the rental unit. The pest control technician treated the rental unit. He returned on June 8th to conduct a follow-up inspection and second treatment; no bedbugs were found. The pest control technician returned for a third inspection on June 13th, after the tenant reported finding a bedbug. The rental unit was given a further treatment. He inspected the surrounding suites, but no bedbugs were found.

The landlord's representative testified that there have not been any reported instances of bedbugs in the rental property for more than two years. The landlord's representative stated his belief that the tenant brought the bedbugs into her rental unit because repeated inspections did not reveal bedbugs in any other unit besides the tenant's apartment. The landlord submitted that the tenant should bear the cost of the bedbug treatment and it applied for a monetary order for the cost of the treatment in the amount of \$288.75 plus the \$50.00 filing fee for the landlord's application.

Analysis

The tenant's claim for compensation is predicated upon her contention that the rental unit became infested with bedbugs due to some fault or failure of the landlord. The tenant has claimed for her out of pocket expenses as well as amounts for loss of quiet enjoyment of the rental unit. The landlord may have a positive obligation to treat bedbugs when they are discovered so as to prevent their multiplication and transmission to other units, but the obligation to treat does not amount to a finding of fault or liability to compensate a tenant without proof that the landlord has been negligent in dealing with the problem or in failing to treat an existing infestation after becoming aware of it.

Upon the evidence presented, I find that the landlord responded diligently and appropriately after it was notified by the tenant that there were bedbugs in her unit. The evidence does not establish that the bedbugs traveled from another suite into the rental unit and the evidence also does not establish that some omission or want of care on the landlord's part was the cause of the bedbug infestation in the rental unit. I accept the landlord's evidence that the pest control company did not find bedbugs in other units during its inspections.

Absent evidence to establish fault on the part of the landlord, there is no basis for the tenant's claim for compensation for her out of pocket expenses. With respect to the claim for loss of quiet enjoyment, the tenant's actual loss of use does not justify an award of compensation for loss of quiet enjoyment and there is no basis for an award that amounts to a refund of three months worth of rent. The tenant's claims are denied.

The landlord has claimed for reimbursement of its cost to treat the bedbugs based upon the assertion that the tenant brought the bedbugs into the unit and necessitated the treatment of the rental unit. The landlord's claim that the tenant must have brought bedbugs into her unit is based on inspections that failed to turn up evidence of bedbugs in surrounding units. I find that the evidence does not support a finding that the tenant is responsible for transferring bedbugs into the rental unit; the landlord's assertion is mere speculation. As is often the case, the actual source of the bedbugs is impossible to identify. I am therefore unable to find that the tenant should bear the cost of treatment and the landlord's claim for compensation is therefore denied.

Conclusion

The applications for dispute resolution brought by the tenant and by the landlord are each dismissed without leave to reapply.

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: November 4, 2013, 2013

Residential Tenancy Branch

