



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

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

DECISION

Dispute Codes

MNDC

Introduction

This was an application for a Monetary Order or a rent reduction as a result of the landlord's failure to provide services and loss of quiet enjoyment. The landlord and tenant were represented in the hearing. The parties agreed the tenancy ended when the tenant vacated on October 10, 2013.

Issue(s) to be Decided

Is the tenant entitled to compensation?

Background and Evidence

The tenancy began in October 2011. The payable rent was \$ 450.00 per month. The tenancy ended October 10, 2013 when the tenant moved out.

The tenant claims they first alerted the tenant to the presence of bed bugs in December 2011. The landlord testified they first provided treatment for bed bugs in the spring of 2012 which the tenant disputes although they claim the presence of bugs abated for some time. The landlord provided evidence that the rental unit was again treated in March 2013, although the tenant claims there were still bed bugs present. The landlord testified that they received no further complaints of bugs until August 2013 when the tenant complained of *cockroaches*, rather than bed bugs.

The tenant provided a copy of a letter dated August 04, 2013 addressed to the landlord stating the tenant was vacating because of a chronic bed bug presence in their unit and an ongoing noise from a neighbour. The landlord claims they did not receive the letter. The tenant also provided 2 prescription medication invoices dated the last week of July

2013 for what the tenant purports were in response to infection from bed bug bites – an anti-biotic and an anti-inflammatory. The tenant also provided a prescription requests dated February 2013 for anti-histamine and a steroid cream preparation purportedly for the effects of bug bites – according to the tenant.

The tenant provided a City Inspector's report dated August 13, 2013 of an inspection on August 08, 2013 identifying deficiencies including the presence of bed bugs in the tenant's unit and recommending pest control measures. The landlord provided evidence they provided pest control measures on September 24, 2013

Analysis

I find that the landlord's and tenant's testimony was, for the most part, forthright, and matter of fact and both were equally unembellished. I find that neither party's testimony was helpful in establishing any sort of timeline that made sense for the 2 year period of the tenancy. None the less, I accept some of the tenant's evidence in support that the tenancy experienced a recurring presence of bugs over the past 2 years, for which the tenant endured discomfort and a loss of quiet enjoyment. I further accept the tenants' testimony and the evidence of the city inspector that bugs were present for part of the tenancy and that the period prior to the inspection of August 08, 2013 was, on balance of probabilities, problematic for the tenant, resulting in a need for medical consultation and treatment.

It must be noted that the tenant did not provide testimonial support for a noise emanating from an adjoining suite; therefore I make no finding in this regard.

On the whole I find the tenant provided sufficient evidence to establish that they suffered an annoying disturbance as a result of issues associated with bugs, although it must be noted that this is not a reflection of the landlord's identified efforts to deal with bugs.

Section 28 of the Residential Tenancy Act states:

Protection of tenant's right to quiet enjoyment

28 A tenant is entitled to quiet enjoyment including, but not limited to, rights to the following:

- (a) reasonable privacy;
- (b) freedom from unreasonable disturbance;

It must further be noted that every tenancy agreement contains an implied covenant of quiet enjoyment. I find that a disturbance or interference by the presence of bugs that would give sufficient cause to warrant identification by a City Inspector would constitute a breach of the covenant of quiet enjoyment if the breach was reasonably foreseeable. I find that given the history of the tenancy in respect to the presence of bugs, this disturbance to the tenant was foreseeable and perhaps preventable by the landlord. While I accept the tenant's premise, I do not find there was systematic conduct on the part of the landlord to disturb the tenant.

In determining the amount by which the value of the tenancy has been reduced, I must take into consideration the seriousness or the degree to which the tenant has been unable to use the premises, and the length of time over which the situation has existed. I have not been provided this degree of evidence, however, I accept that the value of the tenancy has been reduced and I award the tenant compensation reflecting that reduction in the nominal set amount of one month's rent of **\$450.00**.

The balance of the tenant's application are **dismissed** without leave to reapply.

Conclusion

I grant the tenant a Monetary Order in the amount of **\$450.00**. This Order may be filed in the Small Claims Court and enforced as an order of that Court. This Order must be served on the landlord as soon as possible. I have dismissed all other claims by the tenants without liberty to reapply.

This Decision is final and binding on both parties.

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: October 16, 2013

Residential Tenancy Branch

