



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding # 43 Housing Society  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes: MNDC

### Introduction

This hearing concerns the tenant's application for a monetary order as compensation for damage or loss under the Act, Regulation or tenancy agreement. Both parties attended and / or were represented and gave affirmed testimony.

### Issue(s) to be Decided

Whether the tenant is entitled to the above under the Act, Regulation or tenancy agreement.

### Background and Evidence

The tenancy began on July 1, 1988, and the parties agree that monthly rent is currently somewhere between \$400.00 and \$500.00.

A chronology of key events related to the dispute is as follows:

- after noting the presence of bedbugs in her unit, the tenant contacted a pest control company;
- the pest control technician completed a treatment of the tenant's unit on November 16, 2012;
- the tenant claims that as chemicals used by the pest control technician would negatively impact her health ("respiratory difficulties"), she and her son stayed in a hotel for the 2 nights of November 16 & 17, 2013;
- on November 22, 2012 the tenant's son reported the presence of bedbugs and the already completed treatment to the landlord;

- on November 29, 2012, a second bedbug treatment was completed in the tenant's unit, as well as within "common areas, the first floor hallway and laundry room, which are all directly located outside" the tenant's unit;
- on November 29, 2012, the tenant and her son stayed overnight in a hotel.

Following from the above, in summary the tenant seeks full reimbursement of costs in the total amount of \$1,536.89.

### Analysis

The full text of the Act, Regulation, Residential Tenancy Policy Guidelines, Fact Sheets, forms and more can be accessed via the website: [www.rto.gov.bc.ca](http://www.rto.gov.bc.ca)

Based on the documentary evidence and testimony, the various aspects of the tenant's claim and my findings around each are set out below.

#### *\$509.66: costs associated with pest control treatment on November 16, 2013*

The tenant did not inform the landlord of the presence of bedbugs in her unit until after she had contacted the pest control company, and after the technician had completed an initial treatment of her unit on November 16, 2013. Thereafter, the landlord incurred all follow-up costs for pest control services.

The landlord's agent testified that the landlord has a contract with the subject pest control company, and that the initial pest control costs may have been less had the tenant informed the landlord of the problem instead of unilaterally arranging for a treatment of her unit. The landlord's agent also identified a concern about how long the bedbugs may have been present in the tenant's unit before she contacted the pest control company.

In the absence of the tenant's having reported the presence of bedbugs in her unit to the landlord prior to making her own arrangements for a treatment, I find that the tenant has established entitlement limited to **\$254.83**, or half the amount claimed.

#### *\$401.06: hotel accommodation on November 16 & 17, 2013*

There is no documentary evidence to support the tenant's claim that for health reasons she was required to vacate the unit for 2 consecutive nights as a result of the initial bedbug treatment on November 16, 2012. Further, not only this particular treatment

but, as well, arrangements for alternate accommodation were initiated by the tenant without any consultation with the landlord. Additionally, I note that the cost claimed includes accommodation for the tenant as well as her son, restaurant meals and use of the telephone. In the result, this aspect of the claim is hereby dismissed.

*\$241.17: hotel accommodation on November 29, 2013*

For reasons similar to those set out immediately above, this aspect of the application is hereby dismissed.

*\$385.00: laundry*

The landlord's agent expressed the view that this cost appears excessive. The landlord's agent also testified that while there may be protocols for how to safely manage the items to be laundered, the landlord does not prohibit the use of laundry facilities where the existence of bedbugs may be an issue. However, the tenant's son claimed that staff verbally informed him the tenant's laundry should be taken off site. I find on a balance of probabilities that the tenant has failed to meet the burden of proving entitlement to reimbursement of laundry costs. This aspect of the application is therefore hereby dismissed.

### Conclusion

I find that the tenant has established entitlement to compensation in the limited amount of **\$254.83**. I hereby order that the tenant may withhold this amount from the next regular payment of monthly rent.

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 26, 2013

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Residential Tenancy Branch

