



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC, FF

Introduction

The tenant applies for a monetary award of damages for loss of a bed and mattress and general inconvenience and suffering resulting from a bed bug infestation and the landlord's alleged failure to attend to the infestation in a timely manner.

Issue(s) to be Decided

Does the relevant evidence show the landlord has breach her obligations to the tenant and that the tenant has suffered damage as a result?

Background and Evidence

The rental unit is one of four bedrooms in a house. The tenant shares cooking facilities with the occupants of two or three other bedrooms. The landlord uses a fourth bedroom but has her own cooking and bathroom facilities elsewhere in the house.

The tenancy started in July 2013. The tenant complains that he had to carry out extensive cleaning on move-in, however his application does not show a claim for those efforts and so they are not particularly relevant on this application.

In mid-October, the tenant says he discovered bed bugs in his room. He says he notified the landlord on October 18th. He says that another tenant "Yusef" who had just moved in, discovered bed bugs too and that Yusef notified the landlord on October 21.

The landlord says she was first notified on October 21.

It is agreed that a person from a pest control company attended on October 29th, conducted an investigation and reported to the landlord. According to the tenant, the landlord refused to hire the pest control company and because of that, the tenant immediately moved out, thinking the landlord would not deal with the problem at all.

The landlord says that after meeting the pest control person on October 29, she did not have confidence in that particular company. She testified that the next morning she contacted "CARE" pest control and that they attended as soon as they could, November 4th and conducted a series of treatment and inspections, ending with an eradication of the bed bugs by November 13, 2013. She provided copies of CARE bills to corroborate her evidence and to show she had spent hundreds of dollars for the eradication.

The tenant says he called some pest control companies and they could have attended much sooner than November 4th.

Analysis

It would appear that the bed bugs found their way into the home either through this tenant or his guests or Yusef or his guests. Those were the only two rooms showing activity. The point is, the landlord was not responsible for introducing the bed bugs into the rental unit.

In such a case, the landlord's duty is, upon being notified of the problem, to take reasonable steps within a reasonable time to investigate and determine the nature and extent of the problem and then take reasonable steps to resolve it.

A tenant finding bed bugs in his rental unit must give the landlord an opportunity to take those reasonable steps. If the landlord fails to take reasonable steps within a reasonable time the tenant may apply to an arbitrator to authorize the tenant to deal with the problem, perhaps to use rent to do so, and for damages for the effort and inconvenience related to the landlord's failure to address the problem.

In the circumstances before me; the appearance of bed bugs in an apartment, even in the case of a slow or non-acting landlord, do not justify a tenant in declaring a fundamental breach and repudiating the tenancy agreement.

In this case, the tenant should have stayed and should have pursued the matter of bed bug eradication through the Residential Tenancy Branch if the landlord refused to do it.

In any event, the circumstances lead me to conclude it most likely that the landlord did act in a timely manner and did take reasonable steps to eradicate the pest problem.

Conclusion

The tenant's application must be 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: March 11, 2014

Residential Tenancy Branch

