



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

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

DECISION

Dispute Codes MNDC, OLC, RP, RR

Introduction

This hearing was convened by way of conference call in response to the tenant's application for a Monetary Order for money owed or compensation for damage or loss under the *Residential Tenancy Act (Act)*, regulations or tenancy agreement; for an Order for the landlord to comply with the Act, regulations or tenancy agreement, for an Order for the landlord to make repairs to the unit, site or property and for an Order to permit the tenant to reduce rent for repairs, services or facilities agreed upon but not provided.

The tenant and landlords agents attended the conference call hearing, gave sworn testimony and were given the opportunity to cross examine each other and witness on their evidence. The landlord and tenant provided documentary evidence to the Residential Tenancy Branch and to the other party in advance of this hearing. The parties confirmed receipt of evidence. The tenant testifies that she had provided photographic evidence to the Residential Tenancy Branch however I have no evidence to show that these photographs were sent or received by this office. All evidence received and the testimony of the parties, has been reviewed and is considered in this decision.

Issue(s) to be Decided

- Is the tenant entitled to a Monetary Order for money owed or compensation for damage or loss?
- Is the tenant entitled to an Order for the landlord to comply with the Act?
- Is the tenant entitled to an Order for the landlord to repair the unit?
- Is the tenant entitled to reduce rent for repairs, services or facilities agreed upon but not provided?

Background and Evidence

The parties agree that this tenancy started on March 29, 2011 for a month to month tenancy. Rent for this unit is \$900.00 per month and is due on the first day of each month. The tenant paid a security deposit of \$450.00 at the start of the tenancy.

The tenant testifies that they have had problems with bedbugs in her unit since the summer of 2013. The tenant testifies that she had a discussion with the previous building manager who told the tenant to go to the doctors to see what was causing the bites on their skin. The tenant testifies that the doctor did not know what was causing the bites and they thought at first that they were caused by mites.

The tenant testifies that the landlord did call in a pest control company on September 23, 2013. This company inspected the tenants unit but did not find any evidence of bedbug activity. The tenant testifies that on September 26, 2013 the tenant woke up to find a bedbug crawling on her bed. The tenant called the building manager and showed the bedbug to him. The building manager called the pest control company and they confirmed that this was a bedbug. The pest control company arranged to carry out a treatment and the tenant was given a list of things to do to prepare for the treatment. On October 09, 2013 the pest control company came to carry out the treatment however as the tenant was at work the tenant's boyfriend attended at her unit with the building

manager. The tenant testifies that they had done everything on the list to prepare her unit for the treatment however when the pest control company came out they said there were some other things that needed to be done that were not on the list. The tenant testifies that they said the list the tenant had been given was an old list and new things had been added. The pest control company arranged to come back a week later to do the treatment on October 17, 2013.

The tenant testifies that on October 17, 2013 a treatment of her unit was carried out and the new building manager came and steam cleaned the tenant's couches and told the tenant that it may take a few days for things to settle down. The tenant testifies that they continued to be bitten by bedbugs and when she informed the building manager the tenant was told that the landlord was done dealing with her. The tenant testifies that a pest control company is required to do a follow up treatment two weeks later however this was not completed. The tenant testifies that the surrounding units were also not treated.

The tenant testifies that on February 17, 2014 the pest control company came and did another inspection of the tenant's unit after the tenant sent them another bedbug found in the unit. The tenant testifies that the landlord was sent pictures of a bedbug found in the unit. The landlord had posted notices informing tenants in the building to let them know if they had any confirmed sightings of bedbugs. The tenant testifies that the pest control company said the bedbug the tenant had found looked old. The tenant testifies that it had been found in her unit in January, 2014.

The tenant testifies that she had to do a large amount of extra laundry and the tenant used the building laundry matt. The tenant testifies that she did 40 garbage bags of laundry and there were four loads in each bag. This meant there were 160 loads for washing and drying. The tenant testifies that the machines took \$2.00 a load for 320 loads. The tenant seeks to recover \$1,280.00 from the landlord for this extra washing done to prevent bedbugs. The tenant testifies that the machines do not give receipts

and the tenant has only been able to provide some bank receipts when money was withdrawn to pay for laundry.

The tenant seeks to recover a portion of rent paid from September, 2013 to April, 2014 as the landlord did not deal correctly with the bedbug problem. The tenant seeks to recover \$270.00 per month for the seven months at a total amount of \$1,890.00.

The tenant testifies that she lost wages for having to deal with the bedbug problem. The tenant testifies that she and her child had to go and stay at a friend's house for the month of October and this meant the tenant had to start work late and leave early so her friend could take her to drop off and pick up her child from daycare. The tenant testifies that she earns \$14.40 an hour and has estimated that she has lost 40 hours of work. The tenant seeks to recover \$576.00 in lost wages from the landlord.

The tenant testifies that she had to borrow \$1,500.00 from a friend and then paid \$900.00 of that to her friend in rent in order to stay at her unit for a month. The tenant testifies that this friend also had to drive the tenant to drop off and pick up her child from day care. The tenant testifies that she had to leave food she had purchased in her unit and then had to buy more food for the month she was at her friends.

The tenant testifies that on her monetary Order worksheet she may have made an error in claiming a further \$900.00 for the rent paid to her friend as it should be covered under the \$1,500.00.

The tenant testifies that she will have to buy two bed bags from the pest control company. These bags cost \$135.00 each and the tenant requests a monetary Order for the amount of \$270.00 from the landlord.

The tenant testifies that she had to purchase garbage bags to bag all her belongings when the unit was treated for bedbugs. The tenant seeks to recover \$100.00 for garbage bags and has provided a receipt for \$19.99 and #.35 in evidence.

The tenant seeks to recover the cost of photo processing and has provided a receipt for \$28.94. The tenant also seeks to recover the cost of photocopying for \$44.80 however has not provided a receipt for this.

The tenant seeks an Order for the landlord to comply with the *Act* with regard to the bedbug treatments as the second treatment was never carried out.

The tenant seeks an Order for the landlord to have the unit treated correctly for bedbugs and for other minor repairs to be done to the grout in the tenants shower. The tenant seeks a rent reduction of \$270.00 a month until the landlord carries out the repairs and treats the bedbug problems correctly.

The landlord disputes the tenant's claims. The landlord testifies that on September 23, 2013 the previous building manager had inspected the tenant's unit as the tenant had informed him that she had bedbugs. The unit was then inspected by the pest control company who are a licensed company. The landlord refers to the pest control companies invoice which states that no bedbug activity was found in the tenant's unit. The tenant spoke to the building manager again and said she was still getting bitten so the building manager set up a treatment to be carried out on October 09, 2013. The pest control company turned up but found that the tenant had not prepared her unit correctly and so they rescheduled to come back on October 17, 2013. At that time the tenant's unit and the connecting unit were treated for bedbugs although no evidence had been found to show there were bedbugs in either unit. After that date the tenant did not complain again until the new building manager WR took over. At the end of December, 2013 the tenant informed the new building manager that she had bedbugs.

On January 05, 2014 the tenant served the landlord with the hearing documents however the landlord had already made arrangements for the pest control company to come back to the unit and inspect on February 17, 2014. At this time the tenant's unit and five other surrounding units were all inspected and the pest control companies

invoice indicates that no bed bugs were found in any of the units. The landlord testifies that if the tenant was being bitten so badly then there would have been evidence of a bedbug infestation.

The landlord agrees that in May, 2013 another unit 106 was treated for bedbugs twice and has since been inspected again but no evidence of a recurrence of bedbugs was found. The pest control company only do a second follow up treatment if there is evidence of bedbugs as indicated on their invoice. The landlord testifies that they cannot keep paying for treatments if there is no evidence of bedbugs.

The landlord disputes the tenants claim for paying rent of \$900.00 to her friend. The landlord refers to a letter provided in evidence by the tenant in which the tenant has stated that she was out of town for that period she was supposed to be staying at her friends and when she returned to the unit she was bitten over and over again. The landlord submits that had the tenant been bitten over and over there would be evidence of bedbugs in her unit.

The landlord calls her witness SP. The witness testifies that she works for a hotel and part of her job is to check for bedbugs. A friend of the witnesses asked the witness to talk to the tenant about her issues. The witness testifies that she gave the tenant information about bedbugs but the tenant wanted an invoice to claim against the landlord for this advice. The witness testifies that she explained to the tenant that if she provided an invoice then the tenant would have to pay her for the advice. The witness testifies that after consultation with her employer she was told it would be a conflict of interest. The witness testifies that she agreed to look at the tenants unit but saw no evidence of live bedbugs. The tenant did show the witness a dead bedbug in a bag and there were some old markings on the tenant's bed of bedbug activity but these could have occurred from a previous unit. The witness testifies that she showed the tenant how to put tape on the bed bugs, baseboards and heaters to catch evidence of any bedbugs but the witness testifies she does not think the tenant followed this advice. The

witness also advised the tenant to go to the doctors. The witness testifies that she also offered to help the tenant prepare her unit for treatments.

The landlord asks the witness if the witness had said that the tenant had wanted the witness to write up a false invoice saying she had bedbugs. The witness responds that yes the tenant had wanted her to write an invoice but she did not do it as it would have been a conflict for her company and contract with her employers. The witness testifies that she is not affiliated with the landlord in anyway.

The tenant asks the witness if when the witness was inspecting the tenant's bed did she find bedbug feces. The witness responds that she told the tenant there was nothing fresh and no evidence of bedbugs was present.

The landlord refers to the three invoices from the pest control company which all clearly state that no bedbugs were found. The landlord refers to the receipts provided in evidence by the tenant for garbage bags and states that these receipts are dated for January, 2014 not October when the tenant said she had purchased bags to prepare for the treatment. The landlord refers to the tenant's evidence in which the tenant had stated that she was worried about spreading bedbugs yet the tenant swopped her child's bed with another tenant in the unit during this time. If the tenant was worried about bedbugs why did she swop beds with another tenant.

The landlord refers to the amount of laundry the tenant testifies that she had to do. The landlord testifies that if the tenant had done that much extra laundry then the money in the washers and dryers in the building would have reflected this increase in revenue. However the building laundry was not over the normal cash amount for that period.

The landlord testifies that the tenant has never documented any complaints to the landlord. The tenant has provided letters from other tenants however none of these other tenants have stated that they have seen bedbugs. The landlord refers to the tenant's photographic evidence in which the tenant has provided pictures of different

body parts showing bite marks. However there is nothing to show whose bodies these are and there is no letter from the tenant's doctor about bites on the tenant or the tenant's child. The landlord testifies that the tenant had been to speak to WR and told WR that the tenant's boyfriend had bedbugs at his place and that she would tell WR what they had been treated with.

WR testifies that just after Christmas the tenant informed WR that they were bringing in the tenant's boyfriend's mattress and were going to steam clean it and de-earth it in case it had bedbugs. In January, 2014 two weeks after this the tenant swapped her child's bed with a bed from another tenant in the building. When the pest control company came to inspect the tenant's unit the tenant made them wait three days as she said she had not cleaned up her unit. If the tenant's unit was so infected then why would the tenant make the pest control company wait to inspect her unit? WR testifies that they had the treatment carried out as a courtesy to the tenant. WR disputes the tenant's claim about taking 40 bags of laundry to the washer dryer in the building as WR had seen the tenant take washing down in two plastic bins.

The tenant testifies that her doctor would not write her a letter saying what the bites were caused by. The tenant disputes that she told the building manager that her boyfriend had bedbugs at his place. The tenant testifies that she emailed the pest control company and was told that two treatments would be carried out and then the landlord would get a 90 day warranty. However the landlord did not organise the second treatment.

The landlord testifies that the invoice from the pest control company states that the second treatment is only done if required. As no bedbugs were found then the second treatment was not required.

Analysis

I have carefully considered all the evidence before me, including the sworn testimony of both parties and witness. With regard to the tenants claim for compensation from the landlord, in this matter the tenant has the burden of proof to show that she did have bedbugs in her unit which resulted in the tenant having to do extra laundry and purchase garbage bags to contain her clothing and linens for treatment. I have reviewed the evidence before me and find the invoices from the pest control company clearly indicate that no bedbug activity was seen in the tenants unit or any of the other surrounding units through the first inspection, the treatment or the follow up inspection. If the tenant was being bitten in her unit repeatedly by bedbugs then I conclude that there would have been some evidence of bedbug activity. While I accept that if the tenant thought she had bedbugs in her unit and wanted to wash and dry all her clothing and linens then the tenant would be entitled to do so; however, I find the tenants accounts to be contradictory concerning the amount of laundry she has stated she had to complete as the landlord has contradicted the tenants testimony concerning the amount of cash in the washers and dryers for that period of time. The tenant has provided some bank records showing cash being taken out but I have no corroborating evidence as to what this cash was used for. Furthermore, without evidence that the landlord was negligent then the landlord would not be responsible to pay for the tenants laundry costs.

With regards to the tenants claim for \$100.00 for garbage bags purchased for the purpose of storing clothes and linens before treatment of her unit; the receipts are only for \$19.99 and \$3.35 and are clearly dated in January 2014 whereas the treatment took place in October 2013. I therefore find the tenants testimony in this matter to be less than credible. Furthermore I find the tenants statements about paying a friend \$900.00 a month for October is also less than credible when the tenant's letter clearly indicates that she was out of the area for part of that month. The tenant has provided no evidence to support her claim that she earns \$14.40 an hour and although there is letter from the tenants employer stating that the tenant lost time off work there is no indication of the

exact amount of time or her hourly wage. In order for me to allow a claim for compensation the tenants has to show that there was bedbug activity in her unit and that the the landlord was negligent in not treating this along with sufficient evidence to support her claim. I have also taken into account the landlords independent witness that has testified that she inspected the tenant's unit, and also found no bedbug activity in the tenant's unit. I also have concerns about the tenant asking this witness for an invoice when in fact the tenant did not pay the witness to attend at her unit.

Consequently It is my decision that the landlord did take the necessary steps to determine if there was bedbug activity in the tenants unit. When this came back negative the landlord still scheduled a treatment of the tenants unit and adjoining unit after the tenant again claimed to have been bitten. The invoice from the pest control company indicates that a follow up treatment will be carried out if required. As no bedbugs were found then this second treatment was not required. I therefore find the tenant has failed to meet the burden of proof in this matter and the tenants claim for compensation in its entirety is dismissed.

With regard to the tenants claim for photograph processing and photocopying; there is no provision under the *Act* for items such as this to be awarded to an applicant. These sections of the tenants claim are therefore dismissed.

With regard to the tenant's application for an Order for the landlord to comply with the *Act*, as I have found that the tenant has insufficient evidence to support her claim that the landlord has not complied with the *Act* with regard to inspecting and treatments for bedbugs then this section of the tenants claim is dismissed.

With regard to the tenants claim for an Order for the landlord to make repairs to the unit; the tenant has stated that the grout in the tenants shower needs to be replaced. The tenant has provided no evidence to show that she has informed the landlord in writing that a repair of this nature is required. Furthermore I have no documentary evidence from the tenant to show the extent of work required in her shower. The tenant must

therefore put this repair request in writing to the landlord and the landlord must then inspect and determine if a repair is required.

With regard to the tenants claim for a rent reduction due to repairs and bedbugs; as the tenant has not shown that repairs are required or that she has a bedbug infestation then the tenants claim for a rent reduction must be dismissed.

Conclusion

The tenants claim is dismissed in its entirety. If the tenant can provide evidence of bedbugs in her unit in the future the tenant is at liberty to reapply in the event the tenant puts her concerns in writing to the landlord and if the landlord fails to respond in a timely manner.

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: April 07, 2014

Residential Tenancy Branch

