



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNDC OLC RR FF

### Introduction

This hearing dealt with an application by the tenants for monetary compensation of \$1000, an order that the landlord comply with the Act and a reduction in rent. Four tenants and the landlord participated in the teleconference hearing.

At the outset of the hearing the parties confirmed that the tenancy ended on April 30, 2014. I therefore did not consider the portion of the tenants' application regarding an order that the landlord comply with the Act. In regard to the remainder of the application, the tenants stated that the monetary claim was based on a quote for bedbug treatment, but that treatment was not done. The tenants sought to amend their application to claim a retroactive rent reduction for loss of quiet enjoyment, for an unspecified amount. I allowed the amendment.

The landlord confirmed that he had received the tenants' application and evidence. The landlord did not submit any evidence but gave testimony in response to the tenants' claim. I have reviewed all testimony and other evidence. However, in this decision I only describe the evidence relevant to the issues and findings in this matter.

### Issue(s) to be Decided

Are the tenants entitled to monetary compensation for loss of quiet enjoyment?

### Background and Evidence

The rental unit is an apartment in a multi-unit building. The first of the tenants moved into the rental unit in July 2012. The second and third tenants moved in on December 1, 2012, and the fourth tenant moved in on September 1, 2013.

### *Tenants' Evidence*

The tenants stated that in October 2013 they began suffering from itchy red bumps that they believed were bedbug bites. The tenants stated that they made several phone calls to the landlord in October and November 2013, and suggested that he have a professional pest control company inspect and treat the problem. The tenants stated that the landlord did not do anything about the bedbugs, other than tell the tenants they could purchase some over-the-counter products if they wanted. One of the tenants stated that she was covered in bites and she had to sleep in the living room for two to three weeks.

The tenants stated that in the last week of February 2014 they started suffering from bedbug bites again. During the month of March 2014 the landlord and the tenants discussed hiring a pest control company, but the landlord would not give the tenants the information about the pest control company he planned to hire. The tenants stated that the landlord first told the tenants that they would have to pay half of the cost for treatment, and then he told them they would have to pay for two-thirds.

The tenants paid for a pest control company to inspect their unit for bedbugs. The inspection, conducted on April 24, 2014, did not reveal any evidence of bedbug activity; however, on April 26, 2014 one tenant found a live bedbug in her laundry basket. One tenant stated that she saw the occupants of the unit directly above the tenants' unit move mattresses out and leave them beside the dumpster, and when the tenant went to look at the mattresses there were bedbugs on them.

The tenants stated that because of the bedbug problem and the landlord's lack of communication and initiative, the tenants' lives were disrupted for six or seven months. The tenants spent time and money steam-cleaning and hot-washing their laundry; they did not want to have guests in their unit; and the situation compromised their health. In support of their evidence the tenants submitted photographs showing what appear to be insect bites on their arms and hands, a photograph of the live bedbug found on April 26, 2014 and photographs of the mattresses that belonged to the upstairs occupants.

### *Landlord's Response*

The landlord stated that there was no evidence of bedbugs in the rental unit when he inspected for it, and the tenants' evidence from the pest control company confirms there were no bedbugs. The landlord stated that at the end of March the tenants did not want the landlord to do the pest control treatment he planned to do, and he does not know why the tenants questioned the person he hired. The landlord stated that he did not

know where the mattresses came from. He talked to the upstairs occupants, and they said the tenants put the mattresses outside the dumpster.

### Analysis

Upon consideration of the evidence and on a balance of probabilities, I find that the tenants have failed to provide sufficient evidence to support their claim. The tenants did not establish whether the bites they suffered were in fact from bedbugs. The tenants did not have any authority to dictate which pest control company the landlord chose to hire. Finally, the tenants did not specify the amount of compensation they claimed.

As the tenants' application was not successful, they are not entitled to recovery of the filing fee for the cost of their application.

### Conclusion

The application is 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: May 16, 2014

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Residential Tenancy Branch

