



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding PARKWOOD MANNER
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNDC, RP, O

Introduction

This hearing was scheduled to deal with a tenant's application for monetary compensation for damage or loss under the Act, regulations or tenancy agreement; and, repair orders. Both parties appeared or were represented at the hearing and were provided the opportunity to make relevant submissions, in writing and orally pursuant to the Rules of Procedure, and to respond to the submissions of the other party.

Both parties confirmed that the tenant moved out of the rental unit on June 21, 2014 and has not provided the landlord with a forwarding address. I noted the service address listed on the tenant's Application for Dispute Resolution is that of the rental unit. The landlord stated she was unable to serve the tenant with all of her evidence since she did not have a current service address for him but she stated that much of the evidence concerning bed-bug avoidance and treatment had already been given to the tenant during his tenancy. The tenant was given the options to proceed with the hearing and I would accept the landlord's evidence; adjourn the proceeding and require the tenant to give a forwarding address so as to permit the landlord to serve him with her evidence; or, dismiss the tenant's application with leave to reapply. The tenant indicated that he wished to proceed with the hearing. As such, I accepted and referred to the landlord's evidence during the hearing.

As the tenant has vacated the rental unit I found it unnecessary to further consider his request for repair orders. The only remaining issue was that of monetary compensation. The tenant stated that he wished to have his security deposit returned. As the security deposit was not an issue identified on the Application for Dispute Resolution and the tenant had not yet provided the landlord with a forwarding address I declined to amend the application to deal with the security deposit.

Issue(s) to be Decided

Has the tenant established an entitlement to receive compensation from the landlord for loss of furniture due to a bed bug infestation?

Background and Evidence

The tenant had been residing in the rental unit since May 2006 and at the end of his tenancy was paying rent of \$530.00 per month. After receiving a 1 Month Notice to End Tenancy for Cause, which he did not dispute, the tenant vacated the rental unit on June 21, 2014.

The tenant is seeking compensation of \$2,300.00 from the landlord. The tenant explained that this amount represents the purchase price of furniture, namely a reclining chair, a sofa and a bed, that his sister purchased for him six or seven years prior. The tenant submitted the furniture had to be disposed of because there were bed bugs in his unit and he was informed by a third party that bed bugs cannot be eradicated and furniture exposed to bed bugs must be thrown away. Due to this belief, the tenant authorized the landlord to dispose of the furniture, in writing, on June 29, 2014 because he did not want to risk the spread of bed bugs throughout the city.

The tenant explained that he first noticed bed bugs in his unit two or three years ago. The tenant stated the landlord was in his unit six or seven times to treat the unit for bed bugs and that when the landlord suggested a professional treatment the tenant was reluctant. The tenant acknowledged that he was given information about avoiding bed bugs and treating for bed bugs by the landlord and that the landlord purchased a mattress cover for him. The tenant stated that he does not know where the bed bugs originated and claims the landlord had several theories as to how the tenant may have brought them in but that he had also heard from people that other units owned by the landlord have had bed bugs.

The landlord testified that approximately one and a half years ago the tenant notified the landlord about bed bugs in his unit. The landlord responded by applying a heat treatment herself and the problem was resolved. Then on May 10, 2014 the tenant reported that he had bed bugs again and the landlord responded by treating the unit with heat several times. The landlord also stated that in May 2014 she inspected the leather recliner that was in the unit but that had not been in the unit during the previous bed bug infestation. Upon inspection of the leather recliner the landlord observed signs of bed bugs and she and the tenant took the recliner, which was broken, to the garbage. After the tenant vacated the unit she had the unit heat treated by a professional on June

24, 2014 while the furniture was still in the unit to remove any possibility of bed bugs contaminating the common areas. The professional company did not observe any signs of bed bugs and the landlord suspects it is because the bed bugs were either limited to the recliner that was thrown away on May 16, 2014 and/or her heat treatments were effective.

The landlord testified that on June 29, 2014 the tenant attended the residential property to remove his electronics and she informed the tenant his furniture had been heat treated and it was safe to remove them from the unit. The tenant did not want to take the furniture and gave the landlord authorization to dispose of it.

The landlord denied that any other units in the building have bed bugs. The landlord pointed out that the tenant's employment exposes him to places and objects that are at high risk of bed bug infestation.

The tenant acknowledged the recliner that was taken to the garbage on May 16, 2014 had been in storage for a long time and had a broken back.

Analysis

A party that makes an application for monetary compensation against another party has the burden to prove their claim. The burden of proof is based on the balance of probabilities. Awards for compensation are provided in section 7 and 67 of the Act. Accordingly, an applicant must prove the following:

1. That the other party violated the Act, regulations, or tenancy agreement;
2. That the violation caused the party making the application to incur damages or loss as a result of the violation;
3. Verification of the value of the loss; and,
4. That the party making the application did whatever was reasonable to minimize the damage or loss.

The introduction of bed bugs in to a rental unit is often impossible to determine. Where a tenant observes evidence of bed bugs, the tenant is expected to notify the landlord and the landlord is expected to treat the unit. The tenant is expected to prepare, store and launder their possessions as necessary to facilitate effective treatment. In this case, the tenant notified the landlord of signs of bed bugs; the landlord applied several heat treatments herself in May 2014 and then on June 24, 2014 had the unit professionally heat treated.

Prior to the professional heat treatment on June 24, 2014 the tenant disposed of his reclining chair; however, I also heard the chair had been in storage for a long time and had a broken back. Therefore, I find the tenant did not suffer a loss as a result of disposing of the chair.

Having heard the landlord purchased a mattress cover for the tenant, inspected the unit and helped the tenant remove his bed bug infested recliner on May 16, 2014; treated the tenant's unit several times for bed bugs, including a professional treatment on June 24, 2014 so that the tenant could remove the furniture without contaminating other areas with bed bugs, I find the landlord acted reasonable in the circumstances. Accordingly, I find the tenant has not established the landlord was negligent dealing with the matter.

With respect to the sofa and bed, and any other furniture that the tenant authorized the landlord to dispose of, the tenant submitted that he chose to dispose of the furniture because he believes that once furniture has been exposed to bed bugs it must be thrown away; however, I find the tenant did not satisfy me that the furniture he chose to dispose of on June 29, 2014 had bed bugs, especially after being subject to a professional heat treatment on June 24, 2014. I find the tenant's belief was not supported by evidence and the decision he made because of his belief does not create an entitlement to receive compensation from the landlord.

In light of the all of the above, I find the tenant did not demonstrate that he suffered a loss due to the landlord's actions or negligence. Therefore, the tenant's claims against the landlord are dismissed.

Conclusion

The tenant's application has been 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: July 16, 2014

