



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding SHIVAM INVESTMENTS LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes: *MNDC, OLC, RR*

Introduction

This hearing dealt with an application by the tenant pursuant to the *Residential Tenancy Act* for a monetary order for compensation in the amount of \$2,808.00, for inconvenience, pain and suffering and damage to his social life caused by bed bugs. The tenant also applied for an order directing the landlord to comply with the *Act*, and to reduce rent. Both parties attended the hearing and were given full opportunity to present evidence and make submissions.

During the hearing, the tenant withdrew his application for a rent reduction.

Issues to be decided

Is the landlord negligent with regard to responding to the tenant's bed bugs complaints?
Is the tenant entitled to a monetary order for damages?

Background and Evidence

The tenancy started in March 2005. The landlord purchased the property approximately seven years ago and assumed the tenancy. The monthly rent is \$480.00 due on the first of each month.

The tenant stated that in September 2011, he complained to the landlord about the presence of bugs. The landlord stated that he contacted a pest control company who inspected the property and reported that there was no problem. Both parties were unable to accurately recall the events of 2011 with regard to the bug issues.

The tenant stated that since that time he has made several verbal requests to the landlord to have the unit treated for bugs. The landlord denied having received any such requests.

The landlord stated that maintenance work was ongoing, the caretaker was on site on a regular basis and he visited the site every 10-15 days and the tenant did not make any complaints regarding the presence of bugs, to the landlord or his employees. The landlord also added that the tenant visited the office every month to drop off his rent cheque and he did not make any complaints.

The landlord stated that the tenant was late paying rent and was verbally warned about the consequences and the possibility of the tenancy ending. The landlord added that the tenant has made this application in retaliation to the warning.

The landlord testified that in response to the tenant's application, he has ordered a treatment which is scheduled for July 05, 2014 and a follow up treatment, 10 days later.

The tenant is claiming compensation in the amount of \$2,808.00. He stated that the presence of bugs has caused him inconvenience, pain from the bites and has had an effect on his social activity.

Analysis

Section 32 of the *Residential Tenancy Act*, speaks to the landlord and tenant obligation to repair and maintain the rental unit. The landlord must provide and maintain the rental property in a state of decoration and repair that complies with the health, safety and housing standards required by law.

Section 6 of the *Residential Tenancy Policy Guideline*, states that a landlord would normally be held responsible for a problem, if he was aware of a problem and failed to take reasonable steps to correct it.

In this case the tenant stated that he notified the landlord of the problem, verbally on several occasions. The landlord denied having received any complaints since September 2011.

As explained to the parties during the hearing, the onus or burden of proof is on the party making a claim to prove the claim. When one party provides evidence of the facts in one way and the other party provides an equally probable explanation of the facts, without other evidence to support the claim, the party making the claim has not met the burden of proof, on a balance of probabilities, and the claim fails.

In this case, the landlord was notified of a bug problem by the tenant in September 2011. The landlord stated that the problem was addressed at that time.

Since then the landlord was next notified of the problem when the tenant gave the landlord a copy of his application for dispute resolution and a notice of hearing. Based on the landlord's testimony, I find that he has taken action and has a pest control treatment scheduled for July 05, 2014.

Also based on the evidence and testimony of both parties, I find that the landlord was not notified of the problem after September 2011 and prior to the tenant's application for dispute resolution and therefore, I find that the tenant is not entitled to compensation.

However, now that the landlord has been notified, I order the landlord to carry out the scheduled inspections and treatments to eradicate the presence of bugs inside the rental unit. If the problem is not resolved by the end of July 2014, the tenant may apply for a rent reduction.

Conclusion

The tenant's application is dismissed in its entirety.

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 04, 2014

Residential Tenancy Branch

