



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC

Introduction

This hearing dealt with an Application for Dispute Resolution by the tenant to for a monetary order for money owed or compensation under the Act.

Both parties appeared, gave affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross-examine the other party, and make submissions at the hearing.

The parties confirmed receipt of all evidence submissions and there were no disputes in relation to review of the evidence submissions.

Issue to be Decided

Is the tenant entitled to a monetary order for money owed or compensation under the Act?

Background and Evidence

The tenancy commenced in December 1, 2008. In 2010, the tenant MC vacated the premises while his wife remained in the rental unit with the children. In 2011 the tenant MC, returned to the rental unit as his wife vacated the premises. At the time the tenant MC was required to sign a new rent subsidy for him and the children to determine if a rent subsidy would be apply to the economical rent.

The parties agreed at the start of the hearing that in 2012, the tenant agreed to pay for the cost of the bedbug treatment as it was believed that the infestation in the rental unit was a result of the tenant bringing in a used couch which contained the bugs.

The tenant testified that although he agreed to pay the original invoice in 2012, he no longer feels that he should be reasonable for the cost because there is no way to prove that he was the one that brought the bedbugs into the rental unit. The tenant seeks to recover the amount of \$450.00, that he has paid to the landlord.

The tenant testified that in late September 2013 or early October 2013, he discovered he had bedbugs again. The tenant stated he did not want to involve the landlord and attempted to do treatments himself by using a steam cleaner on his furniture and sprinkling a diatomaceous earth, which is a non-toxic insecticide. The tenant stated his

treatments were not successful and he notified the landlord in late December 2013, of the bedbug infestation.

The tenant testified that the landlord now wants him to pay for the bedbug treatments; however, there is no way to prove that the infestation was caused by him. The tenant stated there were several treatments in January 2014 and no further bedbugs have been detected.

The landlord's agent testified that in 2012, the tenant agreed that the bedbug infestation was caused by a used couch they he had received from his mother in law as she had a problem with bedbugs.

The landlord's agent testified that the second infestation that was reported was in December 2013, and the building manager attended the rental unit and observed a nest of bedbugs on the tenant's couch. The agent stated the tenant told the building manager that he believed the bedbugs were coming in on his children's belonging when they visit their maternal grandmother's house and that he has asked the children's mother not to take them there. Filed in evidence is an email date December 30, 2013, from the building manager which supports the landlord's position.

The landlord's agent testified that there have been no other rental units, in this particular complex, that have had bedbugs. The landlord's agent stated that the pest control company inspected the other rental units that are attached to the tenants unit and no bug activity was found. The landlord's agent stated that a preventative tape was placed around the electrical outlets to ensure the bedbugs could not travel into the other units along any wires.

The tenant argued that although he suggested that the children likely brought the bugs into the rental unit when visited their maternal grandmother's it was just suggested as a possibility, he was not accepting responsible for the infestation.

Analysis

Based on the above, the testimony and evidence, and on a balance of probabilities, I find as follows:

Under section 32 of the Act, a landlord must provide and maintain residential property in a state of decoration and repair that complies with the health, safety and housing standards required by law. A tenant must maintain reasonable health, cleanliness and sanitary standards throughout the rental unit and the other residential property to which the tenant has access. A tenant of a rental unit must repair damage to the rental unit or common areas that is caused by the actions or neglect of the tenant or a person permitted on the residential property by the tenant.

In this case, the parties had made an agreement in 2012, that the tenant would repay the landlord for the bedbug treatment as the tenant had brought into the rental unit a

used couch which contained bedbugs. The tenant now disagrees with that original agreement as he believes there is no proof that he was responsible for the infestation. However, if the tenant was not responsible for the infestation it would not have been reasonable to enter into such an agreement with the landlord. I find that the agreement in 2012, made by the parties is binding on the parties. Therefore, I dismiss the tenant's application to recover the cost he has paid to the landlord under that agreement.

In December 2013, a second infestation of bedbugs was reported by the tenant in his rental unit. The building manager observed a nest of bugs on the tenant's couch. The tenant indicated to the building manager that the bugs were likely coming in on the clothing of the children when they visit their maternal grandmother. The evidence of the tenant was that he only suggested that to the landlord as a possibility because of the original infestation of the couch, which came from his mother in law.

Although the introduction of bedbugs in a unit often occurs without the person having any knowledge that they are doing so and without the person acting negligently; however, in this case the tenant's children were visiting their maternal grandmother whom they believed had bedbugs. Even if it was suggested as possibility that the bugs were coming in on the children's belongings, it would have been reasonable for the tenant to take appropriate steps to ensure those belongings were contained and treated upon the children's return to ensure an infestation of bugs did not occur in the rental unit.

Further, the tenant was aware of the bedbug infestation in late September 2013 and commenced a self treatment program, rather than to notify the landlord that a problem existed. The tenant did not notify the landlord until late December 2013, which was an approximate delay of three months. I find the actions of the tenant were neglectful and not reasonable and those actions suggest the tenant was aware they were responsible for the infestation of bedbugs.

In light of the above, I dismiss the tenant's application without leave to reapply.

Conclusion

The tenant's 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: August 22, 2014

