



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding EQUITABLE REAL ESTATE
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes: ERP RR

Introduction

This hearing dealt with an application by the tenant pursuant to the *Residential Tenancy Act* (the Act) for orders as follows:

- a) That the landlord do emergency repairs and maintain the property pursuant to sections 32 and 33;
- b) Compensation for loss of her reasonable enjoyment contrary to section 28 and loss of her goods due to a bed bug infestation.

Service:

The tenant /applicant gave evidence that they personally served the Application for Dispute Resolution and the landlord agreed they received it. I find the documents were legally served for the purposes of this hearing.

Issue(s) to be Decided:

Has the tenant proved on the balance of probabilities that the landlord has through act or neglect failed to maintain the property contrary to sections 32 and 33 of the Act? Has the tenant lost peaceful enjoyment of her suite? If so, to how much compensation is she entitled?

Background and Evidence

Both parties attended the hearing and were given opportunity to be heard, to provide evidence and to make submissions. The undisputed evidence is that the tenancy commenced in December 2013, rent is \$920 a month (to be raised to \$940 in December 2014) and a security deposit of \$460 was paid.

The tenant explained how she discovered creatures which turned out to be bedbugs in her unit in August 2014. The landlord and she agree that there have been 4 treatments to date and other units were infected. The landlord said that there are currently no more bed bugs in any unit after the treatments and this has been verified with the use of a dog and inspections by the pest control companies. The tenant says she is still having

problems and sees them at night; she says she has a video of them and the landlord offered to view it and treat the tenant's unit again if the video shows there are any live bed bugs now. The landlord emphasized that there were no live bugs in the unit during the last two inspections.

The tenant claims \$2000 in compensation for the hardship she has suffered through this infestation. She pointed out the amount of preparation that has to be done before treatment and there have been 4 treatments; she says her health has suffered from the use of the chemicals and she was advised to discard her couch and she will also have to wash her carpet after this. She said she had no help; she paid her rent but had to leave for a month to go home to her own country for a break from it. She pointed out that other units were infected, live bugs were seen in her unit in the pest control report on September 10, 2014 and also in the unit across the hall from her and another treatment was being done in the unit below her in late September.

The landlord agreed that 4 units had been infected this time; she said that they had an infestation next door to this unit but it was clear in April 2014 and they had no problems until the August report from this tenant. The landlord pointed out the tenant had not discarded her couch which the pest control company had found to have some rips where bugs could hide but the company had found no bugs in her unit in the last two visits even with the help of the dog which is usually quite effective; she said the inspections were made more to comfort the tenant after the tenant had insisted there were still bugs and supplied some dead and dehydrated ones as evidence.

Included with the evidence are tenant's letters to the landlord and landlord's responses, a notice of the shut down of the laundry for a week to fumigate it, the tenancy agreement and several reports from pest control companies.

On the basis of the documentary and solemnly sworn evidence presented for the hearing, a decision has been reached.

Analysis:

The onus is on the tenant as applicant to prove on a balance of probabilities that the landlord through act or neglect is not maintaining the building and/or that her peaceful enjoyment has been significantly interfered with.

I find as fact there has been a significant bed bug infestation in at least 4 units of the building which has caused a serious loss of peaceful enjoyment to the tenant contrary to section 28 of the Act. I find she has endured hardship in packing up and preparing her unit for treatment on several occasions and in sleeping in a unit that has had chemical

treatment; as she pointed out, she also had to do extra laundry and will have to wash her carpets as well. Although she was abroad for a month, I find she continued to pay for the unit which includes the use of a laundry facility which also had to be closed for a week for pest treatment.

However, I find the landlord did not through act or neglect fail to maintain the building in accordance with sections 32 and 33 of the Act. I find the landlord treated the units promptly and has had a number of follow up inspections. I find neither the tenant nor the landlord was responsible for this unfortunate infestation which had occurred previously in April 2014 but had been treated and cleared. Nevertheless, I find the tenant has suffered a significant hardship and loss of her peaceful enjoyment through the unreasonable disturbance of infestation, chemicals in her unit, closure of the laundry for a week and the amount of preparation for treatments and I find this has devalued the tenancy for 3 months (August to October 2014). I find it reasonable that this has devalued the tenancy by \$100 a month and I award her \$300 for this devaluation of tenancy and loss of her peaceful enjoyment.

Conclusion:

I find the tenant entitled to a monetary award of \$300 which may be recovered by reducing her rent for December 2014 by \$300.

I HEREBY ORDER THAT the tenant's rent for December 2014 is reduced to \$640 pursuant to sections 28, 65 and 67 of the Act.

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: November 12, 2014

Residential Tenancy Branch

