



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Rivers Inlet Townhouses  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      RP, RR

### Introduction

This was a hearing with respect to the tenant's application for a repair order and a rent reduction. The hearing was conducted by conference call. The tenant and the landlord's representative called in and participated in the hearing.

### Issue(s) to be Decided

Should the landlord be ordered to perform treatments for bedbugs or to make other repairs?

Should the tenant be granted a rent reduction, and if so, in what amount and upon what terms?

### Background and Evidence

The rental unit is a town house apartment in Coquitlam. The tenancy began in August, 2013. On September 22, 2014 the tenant testified that she discovered bedbugs in the rental unit after she and her four children received bedbug bites. She said that she immediately notified the manager of the rental property that there was a bedbug problem. The tenant said she found a cluster of bedbugs under one of her children's mattresses. The tenant said that the landlord did not do anything about the problem for more than a week after she reported it. The tenant said that she found more bedbugs in another child's room. She said that she had to dispose of two mattresses and bed frames because of the bedbugs.

The tenant said on a subsequent visit, to spray for bedbugs, the pest control worker admitted to her that he never sprayed her rental unit on his first visit. She claimed that this was the reason she had such a serious problem with bedbugs. The tenant said that her unit had been sprayed three times, but despite that, she said there were still bedbugs in her unit. The tenant said that she has spoken to another pest control

company and she was told that the treatments performed by the company hired by the landlord were not adequate to eliminate the bedbugs. She suggested that the landlord's company waited too long before attending to re-spray the tenant's unit and the adjacent rental units.

The tenant testified that she lost all of her beds, a couch and armchair and all of her children's toys because of the bedbugs. The tenant testified that she was applying for a rent reduction as compensation for the loss of her belongings. She requested a rent reduction of \$600.00 per month: "till issue is taken care of." The tenant blamed the landlord for the problem because it did not respond quickly to the problem and because she believes that the landlord should have employed a different and more competent pest control company.

The landlord's representative disputed the tenant's testimony. The landlord submitted documents with respect to the tenancy and the landlord's steps to deal with the bedbug problem. He said that the tenant reported the presence of bedbugs to the landlord on September 22<sup>nd</sup> and the landlord promptly contacted the pest control company that it has used for the past 30 years. He said that the pest control company attended on September 25<sup>th</sup> to make the first treatment of the rental unit. The landlord provided a copy of the invoice for the September 25<sup>th</sup> treatment. The landlord also provided a copy of the handwritten report from the pest control firm dated September 25, 2014 that documented the treatment that was performed. In the report the technician commented that the preparation prior to treatment was not adequate and the treatment was performed without warranty. The report noted that there would be a follow up in two weeks.

The landlord submitted a second report with respect to a treatment on October 6, 2014. The technician reported the treatment of three units, including the rental unit. He reported with respect to the rental unit as follows:

Unit prepared well. Treated entire unit perimeter and all furniture and void spaces. Tenant reported sightings of bedbugs 2<sup>nd</sup> treatment.

The pest control technician attended again on October 27, 2014. He inspected three units, including the rental unit. He noted in his report that upon a visual inspection no bedbugs were found. He performed an additional treatment. According to the report the treatment involved spraying, dusting in cracks and crevices and vacuuming and steaming.

At the hearing the landlord said that the tenant recently reported that currently she does not see any bedbugs. The landlord said there is a further treatment scheduled. He submitted that the pest control company is reputable and has been in business for many

years. The landlord submitted a copy of the move-in condition inspection report whereby the tenant acknowledged that the rental unit was clean and in proper condition when the tenancy began.

The landlord could not say where the bedbugs originated. The landlord has borne the expense of treating the bedbug problem.

### Analysis

The tenant has submitted that the landlord's steps to treat the bedbug problem were delayed and ineffective. She claimed that the technician made an admission to her that he did not perform a treatment on one of his attendances. The technician's reports were submitted as evidence by the landlord and I did not find the tenant evidence as to the conversation with the technician to be convincing; I find that it is more likely that she misunderstood a remark he may have made about the preparation of the rental unit and the treatments that he did perform and I prefer the written statements as to the treatments he performed over the supposed remark that he made to the tenant.

The tenant's claim for a rent reduction is predicated upon her contention that the rental unit became infested with bedbugs due to some fault or failure of the landlord. The tenant has not claimed a monetary award to compensate her for the value of the goods she has claimed to have lost and she has not provided any documentary evidence to establish the value of the goods said to have been disposed of due to bedbugs. A rent reduction is not intended to be granted as a means of compensating a tenant for a monetary loss. As set out in section 65 (1) (f) of the *Residential Tenancy Act*, a past or future rent reduction may be imposed to reflect a reduction in the value of the tenancy agreement, but it is not intended to serve as a substitute for other losses.

The tenant has not shown that the bedbug infestation was the result of some neglect or failure on the part of the landlord and I do not accept the tenant's evidence that the landlord did not act promptly after the tenant gave notice of the problem. The tenant advised the landlord of the problem on September 22<sup>nd</sup> and the inspection and first treatment took place three days later, not a week and a half later as claimed by the tenant.

The landlord may have a positive obligation to treat bedbugs when they are discovered so as to prevent their multiplication and transmission to other units, but the obligation to treat does not amount to a finding of fault or liability to compensate a tenant without proof that the landlord has been negligent in dealing with the problem or in failing to treat an existing infestation after becoming aware of it.

Upon the evidence presented, I find that the landlord responded diligently and appropriately after it was notified by the tenant that there were bedbugs in her unit.

Absent evidence to establish fault on the part of the landlord, there is no basis for the tenant's claim for compensation, which in any event should not have been brought as a claim for a rent reduction. Upon the evidence presented, I find that the landlord is proceeding appropriately. It has not been shown that the pest control company employed by the landlord is not competent and there is no need for an order that the landlord perform treatments or repairs. The tenant's claims are denied.

### Conclusion

The application for dispute resolution brought by the tenant is dismissed without leave to reapply.

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 20, 2014

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Residential Tenancy Branch

