



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding DEHL HOLDINGS LTD  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      CNC, MNR, MNDC, SS

### Introduction

This hearing was convened by way of conference call in response to the tenant's application to cancel a Notice to End Tenancy for cause; for a Monetary Order for the cost of emergency repairs; for a Monetary Order for money owed or compensation for damage or loss under the *Residential Tenancy Act (Act)*, regulations or tenancy agreement; and for an Order for substitute service.

The tenant and landlord attended the conference call hearing, gave sworn testimony and were given the opportunity to cross examine each other and witness on their evidence. The landlord and tenant provided documentary evidence to the Residential Tenancy Branch and to the other party in advance of this hearing. The parties confirmed receipt of evidence. All relevant evidence and testimony of the parties has been reviewed and are considered in this decision.

### Preliminary Issues

At the outset of the hearing it was determined that the landlord had not served the tenant with a Notice to End Tenancy. Rather the landlord had given the tenant a typed letter indicating that the landlord wants the tenancy to end. As this is not a valid Notice under s. 46, 47, 48, 49, 49.1, or 50 of the *Act* then the tenant's application to cancel the Notice is not required. The tenant also withdrew his application for a Monetary Order for the cost of emergency repairs and for an Order for substitute service.

Issue(s) to be Decided

Is the tenant entitled to a Monetary Order for money owed or compensation for damage or loss?

Background and Evidence

The parties agreed that this month to month tenancy started on August 01, 2014. Rent for this unit is \$500.00 a month due on the 1<sup>st</sup> of each month in advance.

The tenant testified that a week after he moved into his unit he found bedbugs in the unit. The tenant informed the landlord's agent about this issue and was told the bug was a type of sand fly. The tenant testified that he believed what he was told but suffered from bites on his body. The tenant then took one of the bugs to be identified and was told it was a bedbug. The tenant testified that the landlords must have known this and should have informed the tenant prior to the tenant renting the unit.

The tenant testified he informed the landlord's agent again. The tenant went to his doctor concerning the bites. The doctor told the tenant the bites had caused an infection and the tenant was put on medication. The doctor also told the tenant to move from the unit. Due to this advice the tenant booked into a motel. The tenant refers to the motel invoices that indicate he spent December 18th in one motel at a cost of \$67.85; December 18th in another motel at a cost of \$72.45; December 19th at a motel at a cost of \$57.50 and December 20th to January 01<sup>st</sup> at a motel at a cost of \$632.50.

The tenant testified that while staying in the motels he had to eat in restaurants. The tenant has provided receipts for meals out dated: December 20<sup>th</sup>, 21<sup>st</sup> and 24<sup>th</sup>; two meals dated December 25<sup>th</sup>; two meals dated December 26<sup>th</sup>; one meal each day on December 27<sup>th</sup>, 28<sup>th</sup> and 29<sup>th</sup>. The total cost of the meals claimed is \$121.70. The tenant testified that in addition to the receipts provided for eating out; there were other meals purchased over the period the tenant had to stay in hotels. The tenant testified

that he did not keep his receipts but has estimated this additional amount to be \$576.00 from the tenant's credit card statements. The tenant did not provide these statements in documentary evidence.

The tenant testified that due to the bed bugs in his unit the tenant had to wash all his clothes, bedding and towels. The tenant testified that he had to do all this laundry as the heat treatment for bedbugs is not always successful for clothing and bedding and may be affected if there are lots of items such as this in the unit. The tenant refers to two receipts for laundry one dated December 18th the other dated December 20th. The total amount claimed for laundry is \$364.00.

The tenant testified that his hydro costs will increase due to the heaters used to treat the bedbugs as these were plugged into the tenant's unit. The tenant has estimated the additional cost to be \$40.00 but has not yet had the hydro bill in to confirm the exact amount.

The tenant testified that he had to throw away a set of luggage due to bedbug infestation. The tenant testified that he had paid \$150.00 for the luggage but has recently seen replacement luggage on sale for \$57.00.

The tenant testified that he incurred some expenses for prescription medication and over the counter medication to treat the bedbug bites he suffered. The tenant seeks to recover the amount of \$80.00 but has provided no receipts for this medication or information from the doctor.

The landlord disputed the tenant's claims. The landlord testified that this unit is located in a building on two floors. The first floor is commercial and the second floor has six residential units. The tenant's unit has a stairs on one side with one other unit. The other side of the stairs has the other four units. The landlords engaged an ex tenant of the building to act as an agent for the landlords in collecting rent and advising the landlords of any problems.

The landlord testified that the first time they were made aware of bedbugs in the tenant's unit was on August 28, 2014, two weeks after the tenant moved in. Bedbugs were seen in units 103 or 105. The landlord sent in a pest control company who investigated and determined that unit 104 was the source of the problem and that a heat treatment would be required on units 103, 104 and 105. The other tenants were all contacted to see if anyone else had experienced bedbugs. Units 103, 104 and 105 received the first heat treatment on August 21, 2014. It takes around four hours for this treatment and then a couple more hours for the unit to cool down. A spray treatment was also carried out on the baseboards.

The landlord testified that a further bedbug sighting occurred on September 23, 2014 and the landlord notified the pest control company who carried out another heat treatment. There were no further reports of bedbugs until mid-December. The pest control company were sent in again and they carried out treatments on the whole of the second floor. The landlord agreed that a couple of bedbugs were found in the tenant's unit. The hallways were also treated on December 18-20, 2014. The tenants were able to leave their personal effects in the unit for heat treatment and some items were placed on the balcony's. The landlord testified that the first they heard from this tenant was after he had decided to move into a motel and he informed the landlords that he was not going to pay his rent due to the bedbugs.

The landlord testified that the tenant has provided no evidence to indicate that he had a medical condition, there are no dates or particulars on the doctor's letter provided to the landlord dated January 21, 2015. The doctor's letter indicated that the tenant has severe COPD due to a spray treatment in his unit and he had a swollen throat and was advised to leave the unit. The tenant did not notify the landlord of this medical issue or any medication the tenant was on. When this tenant's unit was treated there was an indication that he had already moved into a motel and could not have suffered health affects due to the treatments done in his unit.

The landlord testified that the pest control company applied a 50 percent concentration of insecticide as per the label and manufactures instruction. Less than a liter of solution was used on the baseboards and was applied immediately after the heat treatment. As a result the normal "away time" for the tenant was reduced as this solution dry's on contact. Most of the tenant's belongings were placed on the deck and the tenant was not present at that time.

The landlord disputed the tenants claim for laundry and testified that this appears to be a high claim for laundry. The tenants bedding and clothing could have been treated with the heat treatment done in his unit.

The tenant disputed the landlord's testimony and testified that the landlord stated that there is a staircase between the tenant's unit and unit 103; however, the tenant's living room wall and the living room wall of unit 103, which had been treated earlier, are connected.

The tenant asked the landlord why the tenant was not informed that bedbugs were found in the building on August 20, 2014. The landlord responded that it is their understanding that when the other units were treated the remaining tenants were asked if they had found any bedbugs. The landlord relied on the pest control, company to do this. The tenants were advised that their units would be retreated if bedbugs were found. The tenant asked the landlord why, if bedbugs were found in September, why the building was not retreated until December. The landlord responded that a follow up treatment was done in September. In December all the units were treated. The tenant asked the landlord why his unit was not inspected prior to December. The landlord responded that the tenant had indicated that there were no bedbugs in his unit.

The landlord asked the tenant why the tenant did not advise the landlord's agent that he had a problem with the spray treatments. The tenant responded that they were not told that the spray treatments would be a problem. The landlord asked the tenant why the tenant did not discuss it with the pest control man when the spray was being applied.

The tenant responded that he had no idea what they were doing at the time. It was later the man came and sprayed and put down powder.

The tenant called his witness. The witness testified that after the heat treatment he was in the unit and the tenant saw a bedbug on the table. The employee of the pest control company told them that he could not get the tenant's unit hot enough for an effective treatment. The witness testified that he was leaving the building with the tenant one day when the landlord's agent said it had been an expensive treatment and the landlord would be getting some of the money back as the building is owned by lawyers.

The landlord asks the tenant's witness about which day the witness is referring to when the heat treatment took place. The witness responded that it was around December 20. The landlord asked the witness if he knew the employees name who said they could not heat the tenant's unit enough. The witness responded, no he recalled the employee saying they could not heat the unit over 114 degrees.

The tenant asked his witness if he was present when the tenant's unit was sprayed. The witness responded that he was there one time. The man went around and sprayed and the spray had a strong odour.

### Analysis

I have carefully considered all the evidence before me, including the sworn testimony of both parties and witness. With regard to the tenant's claim concerning bedbugs; the landlord has agreed that there were bedbugs found in the building and I am satisfied that the landlord acted expediently in dealing with the bedbugs by contacting a pest control company as soon as the first bedbugs were found in another unit. The tenant has insufficient evidence to show that his unit was also suffering with bedbugs at that time. When it was determined that bedbugs were present in the other units the landlord again acted in a timely manner to have treatments on all the units carried out.

I must balance the landlord's right to act in a timely manner to eradicate the bedbugs against any loss in the value of the tenancy for the few days that the treatments for bedbugs took place. I find the treatments in the tenant's unit were minimal and therefore would cause minimal disruption to the tenancy. Consequently, I find no basis for the tenant's claim that he had to leave the rental unit and stay in motels for a period of 14 days.

With this in mind I find I have insufficient evidence from the tenant to show that he suffered with bedbug bites that became infected or that the spray treatments affected the tenant's health to the extent that the tenant had to leave the rental unit for 14 days. Bedbug treatments are normally carried out in a few hours and units are safe to return to a few hours after treatments and once any chemicals used are dry. There is no requirement for a tenant to move out during these treatments. If the tenant decided to stay in a motel during the treatments then the tenant must do so at his own cost.

Furthermore, I am not satisfied that the tenant's claim for meals out is justified under the same premise. The tenant would still have had to purchased food if he was in his own unit and as I have determined that it was the tenant's own decision to leave the unit then the tenant must bear the cost of meals out purchased.

With regard to the tenant's claim for costs associated with laundering his clothes and bedding. When there has been a bedbug infestation in a building or unit then it is expedient for a tenant to have their clothing and bedding laundered to eradicate any bedbugs found there. The tenant testified that the heat treatments done in the unit do not work on clothing and was not successful in the tenant's unit. In this matter the tenant has the burden of proof to show that he received information advising him to have all his belongings laundered instead of leaving them in the unit to be treated with heat. The tenant has insufficient evidence to show this was the case or that the treatment was not successful in his unit. Consequently, I find the tenant has not met the burden of proof and his claim for \$364.00 for laundry costs is dismissed.

With regard to the tenant's claim for a luggage set; the tenant has the burden of proof to show that the luggage set was contaminated with bedbugs and had to be thrown away. I find the tenant has insufficient evidence to meet the burden of proof in this matter and the tenant's claim to recover \$60.00 for a replacement luggage set is dismissed.

With regard to the tenant's claim for prescription costs and over the counter medication to treat bed bug bites infections. The tenant has the burden of proof in this matter to show he suffered from infection caused by bedbug bites or suffered as a result of the spray treatments carried out in his unit. I find there is insufficient evidence to meet the burden of proof in this matter and the tenant's claim for \$80.00 is dismissed.

With regard to the tenant's claim for additional hydro costs associated with the plug in heaters for the heat treatments. The tenant has the burden of proof to show that he has incurred additional hydro costs during the periods the heat treatments took place in the tenant's unit. I find there is insufficient evidence from the tenant in this matter and therefore the tenant's claim to recover \$40.00 is dismissed.

### Conclusion

I find the tenant's claim is dismissed in its entirety 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: January 28, 2015

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Residential Tenancy Branch



