



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNDC, RP, RR, FF

### Introduction

This hearing dealt with an application by the tenants for a monetary, an order compelling the landlord to make repairs, and an order reducing the rent. Although the landlord submitted a written response to the tenants' application it did not appear at the hearing.

### Issue(s) to be Decided

- Should a repair order be made and, if so, on what terms?
- Should the rent be reduced and, if so, on what terms?
- Should a monetary order be made in favour of the tenants and, if so, in what amount?

### Background and Evidence

The tenancy started in 2014. The rental unit is a fully furnished hotel unit that is equipped with a kitchenette. At the start of their tenancy the tenants were in one unit. The monthly rent for that unit, which was due on the first day of the month, was \$900.00. The tenants paid a security deposit of \$450.00.

In October of 2014 the tenants moved to a different unit which was smaller and less expensive. The monthly rent for this unit, which is also due on the first day of the month, is \$750.00.

The tenants began to experience red marks and itchiness. At first they thought it was allergies but then in December they found a blood-filled bed bug.

The tenants reported the problem to the landlord. The landlord had the bed removed and replaced it with a clean but used bed from elsewhere in the hotel. The tenants said the old bed was full of bedbugs.

The landlord also gave the tenants a steamer and instructed them to use it. The tenants say they used the steamer but it was neither large enough nor hot enough to be

completely effective. After a month or so housekeeping asked that the steamer be returned.

The landlord gave the tenants access to the laundry facilities without charge. The tenants say they washed and bagged most of their clothes and since then have been making do with the minimum.

The tenants have been using diatomaceous earth freely and the landlord has offered to compensate the tenants for that cost. They did not provide any evidence of the amount they have spent on this material.

Since January 6, 2015, the tenants have been asking the landlord to call in a pest control company. The landlord has refused to do so. According to the correspondence between the parties the landlord's position is that heat is the most effective treatment and a pest control company cannot offer any guarantee.

The landlord also offered the tenants a different room. They refused – primarily on the grounds that without effective treatment of the unit they are currently occupying they would probably take the bedbug problem with them.

The tenants claim monetary compensation for the cost of personal items they have already disposed of or may have to dispose of in the future.

### Analysis

Section 32(1) of the *Residential Tenancy Act* states that 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; and,
- having regard to the age, character and location of the rental unit, makes it suitable for occupation by a tenant.

This includes providing a residential unit that is free of rodents and bugs.

The steps taken by the landlord have been appropriate, but not enough. Most information on bedbug treatment, including that offered by Health Canada, recommends that measures such as subjecting clothes to high heat in the dryer be combined with heat and chemical treatments administered by a qualified pest control company. My experience is that a large number of the landlords appearing before me on applications such as this have standing contracts in place with pest control companies.

The landlord is ordered to have the rental unit inspected by a qualified pest control company within 15 days of receiving this decision. The landlord is also ordered to

provide a copy of the inspection report to the tenants and to implement the recommendations of the pest control company as soon as possible.

If the landlord fails to arrange for an inspection by a qualified pest control company as required by this order the monthly rent is reduced to \$375.00 commencing June 1, 2015, and continuing thereafter until the pest control company provides a statement that the treatment program has been completed or an arbitrator orders that the tenants must pay the full rent, whichever first occurs.

If the landlord has the rental unit inspected by fails to implement the treatment program recommended by the pest control company within four weeks of receiving those recommendations, the monthly rent is reduced to \$375.00 retroactive to the first day rent is due after the recommendations are received. For example, if the recommendations are received on May 25 and the landlord does not implement the treatment program by June 22 the rent reduction is retroactive to June 1. This reduction continues until the pest control company provides a statement that the treatment program has been completed or an arbitrator orders that the tenants must pay the full rent, whichever first occurs.

The tenants are required to follow the instructions of the pest control company. If they fail to do so, the landlord may apply to the Residential Tenancy Branch for an order ending the rent reduction.

Section 65(1) allows an arbitrator who has found that a landlord has not complied with the Act, regulation or tenancy agreement to order that past or future rent must be reduced by an amount that is equivalent to a reduction in the value of the tenancy agreement.

The value of the tenancy has been reduced by the presence of bedbugs. The landlord did not ignore the issue when it was reported and did provide some assistance to the tenants. It appears that the landlord's failure to take any additional action was based upon an incomplete understanding of effective bed bug treatment. Taking the landlord's efforts into consideration the rent reduction for the period from January to the date of this decision will be substantially less than it would have been if the landlord had simply ignored the tenants' reports of bedbugs.

The tenants are granted a rent reduction in the amount of \$100.00 per month (13%) for the months of January, February, March, April and May; a total of \$500.00.

The tenants' claim for personal items that have disposed of or may be disposed of is dismissed. With proper treatment there is no reason for clothes or furniture to be disposed of by the tenants.

As the tenants were successful on their application they are entitled to reimbursement from the landlord of the \$50.00 fee they paid to file it.

Conclusion

- a. A repair order has been made, which includes penalties for non-compliance.
- b. The tenants have been awarded a monetary order in the amount of \$550.00, comprised of a rent reduction in the total amount of \$500.00 and the \$50.00 fee they paid to file their application. Pursuant to section 72(2)(a) this amount may be deducted from any rent due or becoming due to the landlord.
- c. The tenants must serve a copy of this order on the landlord as soon as possible after receiving it.

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: May 01, 2015

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Residential Tenancy Branch

