



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding CAPILANO PROPERTY MANAGEMENT SERVICES
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes erp, mndc, o

Introduction

The tenants applied for repair to their lockers, for an order to the effect that the landlord cease bothering them with bed bug treatments and inspections, and for a monetary order related to potential future moving expenses.

Issue(s) to be decided

1. Are the tenants entitled to an order for repairs?
2. Is the landlord improperly bothering the tenants about bed bug treatments?
3. Are the tenants entitled to compensation for potential future moving expenses?

Background and Evidence

The landlord confirmed that the repairs sought by the tenants have recently been completed, namely that the hasps to the tenants' lockers have all been repaired. No further repair claim is sought.

The tenants complain that the landlord is requiring them to participate in bed bug treatments in the building, when the tenants don't believe they have bed bugs in their unit, and believe they are able to control any bed bugs on their own. The landlord testified that a qualified professional pest control company has been retained to rid the building of bed bugs, and that bed bugs were confirmed in the tenant's premises by a specialized bed bug sniffing dog. The landlord will pay for the costs of the treatments, but the tenants are required to comply with necessary preparations of their unit.

The tenants also request a monetary order of \$3,600.00, a sum they believe would be required for moving costs, should they choose to move as a result of the difficulties they are experiencing. The landlord submits that any such moving costs are the tenants to bear.

Analysis

I accept that the tenant's lockers have been repaired. No further repair order is required,

and this portion of the claim is dismissed.

Section 32(1) of the Act requires a landlord to 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. Inherent in this obligation is one to ensure that the rented unit, or the building in which it is located, is free from bed bugs. Bed bugs are an insidious and difficult infestation to control, and upon bed bugs being found present in or near the rented premises, a landlord is obliged to take immediate steps to control or eradicate the problem. The landlord in this case has assigned this task to a qualified pest control company, and I find no impropriety has occurred in the landlord's initiatives. Accordingly, I decline to order that the landlord not bother the tenants with this issue: on the contrary the tenants must cooperate with the landlords and comply with the pest control company's requirements in terms of preparation of their unit for the bed bug treatments.

I dismiss the tenants' claim for potential future moving expenses. Not only have no moving expenses been incurred to date, the tenants say they don't intend to move in any event. More importantly, there is no basis in the claim for an award of this nature to be made, as I find no impropriety on the part of the landlord. Should the tenants elect to move, that is certainly their choice, but they cannot expect the landlord to pay their costs.

Conclusion

Each of the tenants' claims are 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: July 07, 2015

Residential Tenancy Branch

