



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding FAN TOWER SOUTH INC.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes                      MNDC, RR, FF

### Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* ("Act") for:

- a monetary order for money owed or compensation for damage or loss under the *Act*, *Residential Tenancy Regulation* ("Regulation") or tenancy agreement, pursuant to section 67;
- an order to allow the tenant to reduce rent for repairs, services or facilities agreed upon but not provided, pursuant to section 65;
- authorization to recover the filing fee for this application from the landlord, pursuant to section 72.

The landlord's agent, DW ("landlord") and the landlord's lawyer, as well as the tenant and the tenant's lawyer, attended the hearing and were each given a full opportunity to be heard, to present their sworn testimony, to make submissions and to call witnesses. The landlord confirmed that he is the building manager for the landlord company named as a respondent in this application. The landlord called two witnesses, "witness SL" and "witness DL" to testify at this hearing.

This hearing was conducted over two separate days. The first hearing occurred on August 14, 2015, for approximately 98 minutes. The hearing did not conclude and was therefore adjourned to a second hearing date. The second hearing occurred on September 30, 2015, and lasted approximately 164 minutes. In total, both hearings lasted approximately 262 minutes.

Following the first hearing on August 14, 2015, I issued an interim decision to both parties. As noted in my interim decision, the landlord's lawyer confirmed that the landlord received the tenant's application for dispute resolution hearing package ("Application"). In accordance with sections 89 and 90 of the *Act*, I find that the landlord was duly served with the tenant's Application. As noted in my interim decision, the tenant's lawyer confirmed that the tenant received the landlord's written evidence package. In accordance with sections 88 and 90 of the *Act*, I find that the tenant was duly served with the landlord's written evidence.

### Preliminary Issue - Evidence

As noted in my interim decision, the tenant's lawyer was required to provide the landlord's lawyer with six identical coloured printed photograph copies after the first hearing. Both parties were permitted to serve responsive evidence regarding the coloured nature of the photographs within certain deadlines prior to the second hearing. The landlord's lawyer confirmed that the landlord received the above photographs in accordance with my direction, after the first hearing.

Despite my direction that the only additional evidence that would be accepted prior to the second hearing was evidence regarding the coloured nature of the six photographs as noted above, the landlord submitted additional evidence. The landlord submitted Exhibits J and K, which the tenant's lawyer confirmed receiving on September 14 or 15, 2015. The tenant's lawyer stated that he had no objection to Exhibit J, which are bed bug spraying invoices, being accepted into evidence.

The tenant's lawyer objected to Exhibit K, witness DL's property inspection report, dated September 8, 2015, being accepted into evidence, because it violated Rule 3.17 of the Residential Tenancy Branch ("RTB") *Rules of Procedure* ("*Rules*"). The tenant's lawyer stated that he had reviewed the evidence and accepted that it was new and relevant. He confirmed that he had no issue with the timing of the submission of evidence, as he received it at least 14 days prior to the second hearing. The tenant's lawyer indicated that the evidence should have been available to the landlord at the time of the first hearing and submitted prior to the first hearing. He maintained that the landlord could have contracted witness DL to complete the report on an earlier date sometime in June or July 2015.

The landlord's lawyer confirmed that the landlord's attempt to enter the rental unit to perform an inspection on July 29, 2015 was refused by the tenant and therefore, a report could not be completed earlier. The tenant stated that he could not recall whether he refused entry but did not think he refused. The landlord's lawyer confirmed that after entry was granted by the tenant on September 8, 2015, an inspection was performed, a report was prepared and served on the tenant's lawyer, but this was after the date of the first hearing. The landlord's lawyer confirmed that this evidence was critical and relevant to the landlord's response to the tenant's claims regarding water damage and mold in the rental unit.

During the hearing, I advised both parties that I would allow the landlord's Exhibit K to be accepted into evidence, after considering the factors outlined in Rule 3.17 of the *Rules*. I noted that this evidence was new and relevant, as agreed by the tenant's lawyer. I found that due to the tenant's refusal to allow the landlord to enter the unit on an earlier date prior to the first hearing, the report was not completed until after the second hearing. I found that the evidence was materially responsive to the tenant's claims regarding mold and water damage. I determined that the tenant was not unreasonably prejudiced by the submission of this evidence. The tenant and his lawyer reviewed the evidence prior to the hearing. The tenant also had the option to submit responsive evidence prior to the second hearing date and chose not to do so.

### Issues to be Decided

Is the tenant entitled to a monetary order for money owed or compensation for damage or loss under the *Act*, *Regulation* or tenancy agreement?

Is the tenant entitled to an order to allow the tenant to reduce rent for repairs, services or facilities agreed upon but not provided?

Is the tenant entitled to recover the filing fee for this application from the landlord?

### Background and Evidence

While I have turned my mind to all the documentary evidence and the testimony of the parties, not all details of the respective submissions and arguments are reproduced here. The principal aspects of the tenant's claims and my findings around each are set out below.

The landlord confirmed that this month-to-month tenancy began on December 1, 2011. Monthly rent in the amount of \$750.00 is payable on the first day of each month. A security deposit of \$375.00 and a key deposit of \$20.00 were paid by the tenant and the landlord continues to retain both deposits. The tenant continues to reside in the rental unit.

The tenant has applied for a rent reduction of \$550.00 per month, retroactive to December 1, 2012, and until such time as the bedbugs, water damage and mold issues are corrected in his rental unit. The tenant also seeks a monetary order of \$15,400.00 representing a rent reduction of \$550.00 per month for a period of 28 months.

The tenant confirmed that he would not be pursuing his claims for compensation regarding lack of a functioning radiator causing a loss of heat in his bedroom or an order for the landlord not to lock the mailroom door.

### Bedbugs

The tenant confirmed that he began noticing bedbugs in his rental unit around December 2011. In his Application, the tenant initially stated that it was 2012, but corrected the year during his testimony. The tenant confirmed that he has bedbugs in his clothes and bedding at the rental unit and he has suffered bedbug bites as a result. The tenant confirmed that he did not submit any photographs of bedbugs at the rental unit in 2015 or any doctor's notes indicating that he was bitten by bedbugs. The tenant's lawyer maintained that the tenant does not need to show doctor's notes of bedbug bites because the landlord is still spraying his rental unit for bedbugs. The tenant claimed that he advised the landlord about this problem shortly after noticing it. The tenant confirmed that he was certain he reported bedbug problems to the landlord before pest control treatments began on December 6, 2012, but that he did not have documentary evidence

of this fact. The tenant maintained that he had to dispose of clothing, bedding, and mattresses due to the bedbugs.

The tenant acknowledged that the landlord hired pest control agents to spray the rental unit for bedbugs. Each time spraying occurred, the tenant claimed that he had to vacate the premises for periods between 4 hours and overnight. The tenant stated that he had to follow a regimen set out by pest control including removing paintings from walls, removing electrical switch plate covers, bagging up and laundering clothing and other "preparations." The tenant maintained that this spraying usually occurs approximately twice per month. The tenant testified that he complied with the preparations for approximately 2.5 years but he has not done them since mid-2014. The tenant stated that he stopped doing the preparations because they take too long, are too onerous and have been ineffective in eliminating bedbugs. The tenant testified that he has asked the landlord for help with the preparations but he has no documentary evidence of this fact. The tenant confirmed that he did not buy plastic covers for his mattresses or furniture.

The tenant confirmed that numerous treatments over almost three years have not eliminated the bedbugs and the treatments are still ongoing. The tenant maintained that he still has bedbugs in his rental unit and he uses glue boards on the legs of the couch that he sleeps on, which prevents mice from crawling onto the couch and catches bedbugs. The tenant stated that he is not claiming for mice issues at this hearing. The tenant claimed that he sleeps on the couch because he had to get rid of his bed, due to bedbugs. The tenant maintained that he has had to buy new beds but he did not produce invoices to confirm same.

The tenant confirmed that he did not make any previous applications at the RTB requesting orders for the landlord to perform bedbug treatments. The tenant maintained that he did not ask for repair orders in this Application because the landlord does not perform repairs and the issues remain unresolved. However, the tenant explained that repairs are equally as important as compensation for him.

The tenant's lawyer stated that the landlord will not take any action to resolve the above problems until severe financial penalties are imposed upon the landlord. The tenant's lawyer maintained that the landlord is required to provide a clean, pest-free rental unit for the tenant to reside.

The landlord testified that the rental unit building is over 100 years old. He confirmed that there were no bed bugs in the tenant's rental unit when he moved in, as the unit was unfurnished. He stated that he immediately called the pest control company to treat the rental unit in December 2012, when the tenant reported a bedbug problem. The landlord explained that despite the index title given to Exhibit D of the landlord's evidence binder, "monthly inspections" were not conducted in the rental unit or the building. The inspections were only conducted if necessary. He explained that he gave the tenant pre-treatment preparation documents to follow before any pest control treatment occurred. The landlord noted that the tenant neither complained nor asked him for any help with the preparations. The landlord maintained that the tenant refused

bedbug treatments on August 4, August 21 and September 3, 2015, as per the invoices submitted in the landlord's evidence binder.

The landlord stated that Exhibit B of the landlord's evidence binder confirms that bedbug spraying began in the tenant's rental unit in December 2012 and continues to present. He stated that he received advice confirming that the pre-treatment preparations were the tenant's responsibility to perform. He indicated that bedbugs are not usually confined to one floor and that usually only two treatments are required and the bedbugs are eliminated. The landlord maintained that only five to seven percent of units currently have bedbugs but these are the same units that have been having issues for a while. He confirmed that as per Exhibit B of the landlord's evidence, ten units had bedbug treatments on June 30, 2015, but this number is usually lower at any one given time. The landlord explained that not all units that receive bedbug treatments actually have bedbugs. He noted that some units are treated for preventative purposes, while others are treated when they are vacant.

The landlord's witness SL testified that he has been in pest control for nine years and that he currently works for "company SLCC." He stated that he performed treatments at this rental unit, using pressurized aerosol sprays and sticky pads to eliminate bedbugs. Witness SL indicated that it can take anywhere from one treatment to numerous treatments to eliminate bedbugs, but usually there is a minimum of two treatments when using pesticides. He explained that it is important to monitor the level of infestation and to perform pre-treatment preparations. He maintained that the preparations can be onerous for a tenant, depending on his or her lifestyle and level of cleanliness. He explained that a deep cleaning is required, including cleaning the rooms and floors, washing linens and clothes, vacuuming, and steam cleaning. Witness SL noted that post-treatment procedures involve continuously washing linens. He stated that the pre-treatment preparations list in the tenant's evidence Exhibit D from "company CPCL" is a reasonable and adequate list of preparations, even though it is different from the procedures of "company EPPC," that is associated with witness SL's company SLCC. Witness SL stated that he would add two further tasks to company CPCL's document, including sanitizing floors and all belongings.

Witness SL confirmed that he drafted a letter, dated July 20, 2015, at Exhibit C of the landlord's evidence binder, regarding his inspections and bedbug treatments in the tenant's rental unit. The letter indicates that pre-treatment procedures are important to successful bedbug elimination, as well as ongoing cleaning after treatment. The letter further notes that the tenant has not done adequate pre-treatment preparations that are necessary to eliminate bedbugs. Witness SL testified that the tenant has not complied with pre-treatment preparations since April 2013. He indicated that it does not matter who does the preparations, as long as they are done. However, witness SL noted that he has never seen landlords do these preparations. The letter states that numerous dead bedbugs were noticed in the same spot for many months and that after multiple treatments, no moving bedbugs were noticed in recent inspections. Witness SL maintained that it is not advisable to leave dead bedbugs in the unit, that it is not effective for treatment, and that the tenant lives in unsanitary conditions. He stated that the most recent

inspection at the rental unit was done on September 11, 2015, as there were previous refusals by the tenant on August 4, August 21 and September 3, 2015.

Witness SL noted that he completes pest control treatments at this rental building every week to every other week on average. He noted that he usually treats more than two units each time, but not as many as ten. He confirmed that the bedbug issue is not confined by floor, only in certain units. Witness SL explained that he recalls hundreds to thousands of dead bedbugs in the tenant's rental unit but he has no specific recollection of how many dead bedbugs were in other units at any one given time. Witness SL acknowledged that it is possible that there have been new bedbugs in the tenant's unit. He stated that he advised the landlord that bedbug treatments were not required anymore but that the landlord has continued to request treatments. Witness SL explained that bedbugs can spread from one unit to another, that it is important for him to inspect surrounding units for bedbugs and that prevention of bedbugs from walking through cracks and crevices is important. He noted that he only treats the affected unit, not the units surrounding it, based on the landlord's instructions. However, witness SL noted that in this case, he treated both units surrounding the tenant's rental unit.

#### Mold and Water Damage

The tenant explained that he has had numerous leaks in the plumbing, causing moisture, discolouration and mold in the hallway, living room and bedroom of the rental unit. The tenant provided coloured photographs of the condition of the rental unit. The tenant noted that the exhaust fan in his bathroom ceiling is not connected to anything, blowing air into empty space that is between the suspended ceiling, where the fan is, and the real ceiling. The tenant maintained that he complained to the landlord about mold and water damage but the landlord has failed to remedy these issues. The landlord testified that he cannot recall exactly when the tenant reported water damage to him, but believes it was around June 2015, just before the tenant filed his Application. The tenant stated that the landlord's lawyer provided him with notice to inspect for water damage on July 29, 2015, but he refused access because the landlord himself did not provide notice and he was not aware of the role and identity of the landlord's lawyer.

The landlord's witness DL testified that he is a licensed B.C. home inspector, that he has 35 years of experience in building inspection, he has a degree in engineering, and he has completed home inspection courses. He stated that he has owned his business since 1994. Witness DL confirmed that he inspected the tenant's rental unit on September 8, 2015, for mold and water damage.

Witness DL explained generally that mold is black or green coloured stains on the wall and a person can see and feel the texture. Witness DL confirmed that not all mold is harmful, as mold can appear everywhere in air, water and food. He indicated that mold can be visible as large growths in the ceiling or carpet. He noted that mold can also be invisible, as it is air bound and can fly. He stated that mold usually develops in environments that are too wet, as moisture causes mold to grow.

Witness DL confirmed that he prepared a report, dated September 8, 2015 at Exhibit K of the landlord's evidence binder. He explained that on September 1, 2015, the landlord asked him to perform an inspection, due to the tenant's complaints regarding mold. He performed an inspection on September 8, 2015 and stated that there was no mold or water leaking in the tenant's entire rental unit, as confirmed in his report. He observed dried water stains in the hallway, indicating a previous leak from the water baseboard heater not the ceiling or wall. He noticed condensation on the bedroom wall but there was no color and it was dried, showing visible water lines. He noted dried water stains on the hot water baseboard heater, the floor and under the window in the living room. Witness DL provided photographs of different areas of the rental unit in his report.

Witness DL confirmed that he used a meter to measure moisture in solid objects at the rental unit. He stated that there was clear evidence of leaks in the past at the rental unit but he did not know the causes of such leaks. He noted that he was not hired to determine the age or history of such past leaks, only the current condition. Witness DL noted that the discolouration of the water stains was due to previous, not current, water damage. He indicated that the black discolouration in the wood was not from mildew or mold, it was just a water stain. He confirmed that there was a noisy ventilation fan in the bathroom. He explained that the dried dripping marks on the bedroom wall were old marks, not the existing condition, and were probably from cooking, showering or high humidity from hot weather. Witness DL maintained that there was an open space above the suspended ceiling in the bathroom. The tenant's lawyer explained that witness DL's inspection report and photographs confirm that, despite not finding any current water leaks, there were previous leaks causing extensive water damage that was never repaired in the rental unit.

*Submissions regarding Legal Tests under the Act*

The landlord's lawyer noted that it is the tenant's burden of proof, on a balance of probabilities, to show that he suffered a loss as per section 67 of the *Act*. He stated that any rent reduction granted to the tenant would be a financial advantage to him, when he already pays cheap a rental rate. He noted that the tenant did not ask for a repair order in his Application, only monetary compensation because he is only interested in financial gain. The landlord's lawyer submitted that the tenant failed to show any expenses incurred due to bedbugs, mold or water damage.

The landlord's lawyer indicated that the tenant has not met the test in section 67 of the *Act*, as he has failed to show that the landlord did not address the bedbug problem in a timely manner. The landlord's lawyer stated that the tenant seeks compensation for 28 months of dealing with bedbugs dating back to 2012, but not to 2011 when he claims the problem began. He maintained that it is not believable that the tenant endured one year of bedbugs from December 2011 to December 2012, before the landlord began pest control treatments. He stated that treatments began immediately on December 6, 2012, with 26 treatments to date. The landlord

provided notices of inspections and treatments, invoices for completed treatments and a tenant log including any refusals or issues with treatments.

The landlord's lawyer maintained that the tenant failed to mitigate his damages by stopping pre-treatment preparations in April 2013, as noted by witness SL. He maintained that the preparations are not too onerous for the tenant, that they are standard cleaning procedures, and that the landlord provided a preparations checklist to the tenant immediately. The tenant's lawyer maintained that the ongoing three-year obligation to perform these preparations is exceedingly onerous upon the tenant. The landlord's lawyer noted that the tenant also failed to mitigate by refusing bedbug treatments in the rental unit. The landlord's lawyer indicated that the tenant is at fault for the ongoing bedbug problem for the above reasons.

With respect to the reduction in rent claimed by the tenant, the landlord's lawyer stated that as per section 32 of the *Act*, although the landlord has obligations to repair and maintain, the tenant has obligations to clean. The landlord's lawyer highlighted witness SL's testimony that the tenant's rental unit was not cleaned appropriately prior to pest control treatments. He further noted that the tenant brought his own furniture into the rental unit, as the unit was previously unfurnished with no bedbugs. The tenant's lawyer stated that the landlord is simply making an inference that the bedbugs entered the rental unit with the tenant, when he brought his own furniture. The landlord's lawyer also noted that if any rent reduction were granted to the tenant, it should be consistent with the value in the tenancy agreement, as the \$550.00 per month reduction claimed by the tenant is not consistent.

The landlord's lawyer explained that the tenant failed to show that there are existing water leaks or mold in the rental unit and therefore, there is no consequential damage or loss. He further noted that the tenant refused entry for the landlord to inspect for mold and water damage on July 29, 2015, thereby failing to fully mitigate his losses.

## Analysis

### Legal Tests

Section 32 of *Act* states the following with respect to the obligations of both parties during a tenancy:

- (1) A landlord must provide and maintain residential property in a state of decoration and repair that
  - (a) complies with the health, safety and housing standards required by law, and*
  - (b) having regard to the age, character and location of the rental unit, makes it suitable for occupation by a tenant.**
- (2) A tenant must maintain reasonable health, cleanliness and sanitary standards throughout the rental unit and the other residential property to which the tenant has access.*



Section 67 of the *Act* establishes that if damage or loss results from a tenancy, an Arbitrator may determine the amount of that damage or loss and order that party to pay compensation to the other party. In order to claim for damage or loss under the *Act*, the party claiming the damage or loss bears the burden of proof. The claimant must prove the existence of the damage or loss, and that it stemmed directly from a violation of the agreement or a contravention of the *Act* on the part of the other party. Once that has been established, the claimant must then provide evidence that can verify the actual monetary amount of the loss or damage and show efforts to minimize the loss or damage.

In summary, the applicant tenant must satisfy the following four elements:

1. Proof that the damage or loss exists;
2. Proof that the damage or loss occurred due to the actions or neglect of the landlord in violation of the *Act*, *Regulation* or tenancy agreement;
3. Proof of the actual amount required to compensate for the claimed loss or to repair the damage; and
4. Proof that the tenant followed section 7(2) of the *Act* by taking steps to mitigate or minimize the loss or damage being claimed.

The tenant has applied for a retroactive and future rent reduction, pursuant to the landlord's obligations under section 32 of the *Act*. The tenant has also applied for monetary compensation under section 67 of the *Act*, which encompasses the rent reduction.

#### Bed Bugs

I find that the tenant has demonstrated that he has bedbugs in his rental unit. Both parties produced notices and invoices for bedbug treatments in the rental unit. The landlord would not continue to treat a unit for almost three years unless there were bedbugs in the rental unit. I accept the tenant's testimony that he suffered bedbug bites. I find that the tenant suffered a loss of the value of his rental unit, due to the ongoing bedbugs in his rental unit, his inability to sleep in his bed, having to use glue boards to catch bedbugs, and having to perform onerous pre-treatment preparations for a period of almost three years.

The tenant's lawyer referred me to two previous decisions made by two different Arbitrators at the RTB. The file numbers for both decisions appear on the front page of this decision. Both decisions relate to the same unit next door to the tenant's rental unit in the same building, regarding a bedbug problem. The "first decision," dated December 4, 2012, awarded compensation to the tenant of \$1,600.00 for a retroactive rent reduction of \$200.00 per month for an eight month period. It also awarded a future rent reduction of \$200.00 per month from January 2013 until such time as the City deemed the bedbug problem eliminated. The tenant's lawyer stated that the landlord and the landlord's lawyer were involved in that hearing. The "second decision," dated September 4, 2015, involved the tenant's lawyer, the landlord and the landlord's lawyer. The second decision ordered a rent reduction from the original rent of \$750.00 down to \$200.00 per month retroactive to April 1, 2012 and continuing until such time

as various deficiencies are corrected. The deficiencies relate to bedbugs, mice and rats, as well as leaking plumbing, ceiling, wall and floor repairs. The second decision awarded the tenant \$5,000.00 as a full retroactive rent reduction to September 2015. The landlord's lawyer maintained that the facts of these two decisions are different from the instant case.

I find the second decision to be persuasive law. However, the decision is not binding upon me, which means that I am not required to follow it as a precedent. I find that some of the facts of that case are different than the instant case. That case involved a different rental unit, different tenants and additional problems involving mice and rats, which the tenant is not claiming for here. Those tenants produced an inspection report from the City, outlining various bylaw contraventions. There was a prior application by the tenants in that case, dating back to December 2012. The landlord accepted a rent reduction of \$200.00 per month for almost three years in that case. However, there are also some similarities that are important in that case as it relates to this case. That unit is located in the same rental building and is directly beside the tenant's rental unit. The landlord is the same. The problem with the bedbugs, the landlord's method of dealing with the bedbugs, and the tenant's failure to complete pre-treatment preparations, are all similar.

Similar to the second decision, I find that in the instant case, in order for the bedbug problem to be efficiently and appropriately remedied, consistent treatment must be implemented by the landlord in all rental units of the building. All tenants must cooperate to prevent bedbugs from multiplying, moving and returning to rental units, particularly in adjoining units. I similarly find that the tenant's failure to mitigate by not completing pre-treatment procedures is based on the landlord's initial failure to ensure that the treatments are completed effectively. I find that the landlord has failed to ensure that treatments are completed in all adjoining units on a timely, efficient and consistent basis such that the bedbugs can be eliminated. I find that the pre-treatment preparations are too onerous upon this tenant to complete on a continuous basis for almost three years, without seeing meaningful results and having the problem reoccur frequently.

However, I find that the tenant failed to fully mitigate his losses. I find that the tenant failed to report the bedbug issue to the landlord in a timely manner. The tenant failed to provide documentary or witness evidence as to when he first advised the landlord about the bedbug issue. The tenant acknowledged that the bedbug spraying began in December 2012, but maintained that the problem began in December 2011, one year prior. The tenant filed this Application on June 17, 2015, approximately 3.5 years after first noticing the bedbug issue. The tenant failed to file any applications at the RTB from December 2011 until June 2015, for orders requiring the landlord to perform bedbug treatments or seeking a rent reduction or compensation for failure to complete treatments. The tenant also refused entry to the landlord to perform bedbug treatments on some occasions. I have taken this partial failure to mitigate into account in the orders below.

#### Mold and Water Damage

I find that the tenant has failed to show that there is currently harmful mold in his rental unit. I accept the testimony and report of witness DL that he did not find any current evidence of mold in the tenant's rental unit. Therefore, the tenant is not entitled to any compensation for mold in his rental unit and I dismiss his claim for a rent reduction and monetary compensation in this regard.

I find that the tenant has proven that there is prior water damage in his rental unit. Witness DL testified that there is old water damage visible when he inspected the rental unit. There were water stains noted in witness DL's report, photographs and testimony. I accept witness DL's report and testimony that there are no current issues relating to water leaking in the rental unit. However, I find that the landlord has failed to repair the affected areas of the bathroom, living room, bedroom and kitchen, noted in witness DL's report recommendations, where prior water damage occurred. The landlord has an obligation to repair these areas, as per section 32 of the *Act*. However, the tenant was unable to confirm when he notified the landlord about the water leaks and he did not make prior applications at the RTB regarding this issue. I have taken this partial failure to mitigate into account in the orders below.

#### Orders

Accordingly, I order that the rent for this rental unit be reduced by \$300.00 each month, for a total monthly rent of \$450.00, retroactive to January 1, 2014 and continuing until such time as the below deficiencies are corrected. I order that monthly rent remain at \$450.00 until the bedbugs in the tenant's rental unit are eliminated by a pest control professional and the water damage in the tenant's rental unit is repaired as per all the recommendations made in witness DL's report, dated September 8, 2015.

I award the tenant \$6,900.00 representing a retroactive rent reduction of \$300.00 per month from January 1, 2014 to November 30, 2015. As the date of this decision is October 30, 2015, and both parties will likely receive a copy of my decision after rent is due on November 1, 2015, I have accounted for this circumstance by awarding compensation to the tenant up to and including November 30, 2015. I award the tenant compensation from January 1, 2014 onwards. I find that a one-year period from December 2012 until December 2013 for the landlord to complete bedbug treatments in the tenant's rental unit and other adjoining units is more than a reasonable period of time. I have also taken into account the tenant's failure to fully mitigate his losses, as described above.

As the tenant was successful in his Application, I find that he is entitled to recover the \$100.00 filing fee from the landlord.

Conclusion

I order that the monthly rent be reduced to \$450.00 commencing on December 1, 2015 and to continue until the landlord corrects the above deficiencies. If the parties fail to agree when the rent reduction should cease, the landlord has leave to reapply for a determination at the RTB.

I issue a monetary order in the tenant's favour in the amount of \$7,000.00 against the landlord. This amount may be deducted from future rent payable at this rental unit **OR** recovered by way of the attached monetary order. If the tenant chooses to recover by way of the attached monetary order, the landlord must be served with the order as soon as possible. Should the landlord fail to comply with this order, this order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

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: October 30, 2015

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Residential Tenancy Branch

