



# Dispute Resolution Services

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Regal Manors Ltd.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes                      MND, MNDC, FF

### Introduction

This hearing was convened to address applications by each party, both of whom seek a monetary order against the other. Both parties participated in the conference call hearing and confirmed that they had received the others applications and evidence. The landlord had originally requested a monetary order, but at the hearing the parties agreed that the tenant had vacated the unit so I consider that claim to have been withdrawn.

### Issues to be Decided

Is the landlord entitled to a monetary order as claimed?  
Is the tenant entitled to a monetary order as claimed?

### Background and Evidence

The parties agreed that the tenancy began in March 2015 and that in early October, the tenant reported to the landlord that she had been bitten by bedbugs. The landlord inspected the rental unit, which is an apartment in a multi-storey building, and discovered the presence of bedbugs. The landlord arranged for a pest control company to treat the unit at a cost of \$210.00 which he seeks to recover from the tenant, alleging that she brought the bedbugs into the unit. The landlord testified that bedbugs were not detected in other suites in the building and therefore surmised that the tenant was responsible for the infestation.

The tenant believes that the bedbugs came from elsewhere in the building and provided a page from an online “bedbug registry” which listed another of the corporate landlord’s properties as a location at which bedbugs had been found. The landlord testified that the subject building has not had a bedbug problem for 3-4 years and the problem was fully resolved after the treatment of the rental unit.

The tenant claimed that she consulted a pest control company who advised that the bedbug treatment was ineffective and the chemicals used were unsafe. She testified that her couch should not have been treated and that she could not sleep on it until it had been professionally cleaned because there was a risk to her health.

The tenant seeks to recover the cost of staying at a hotel for several nights, the cost of deep cleaning the couch and recovery of her rent paid for the month of October.

### Analysis

The *Residential Tenancy Act* (the "Act") establishes the following test which must be met in order for a party to succeed in a monetary claim.

1. Proof that the respondent failed to comply with the Act, Regulations or tenancy agreement;
2. Proof that the applicant suffered a compensable loss as a result of the respondent's action or inaction;
3. Proof of the value of that loss; and (where applicable)
4. Proof that the applicant took reasonable steps to minimize the loss.

Both parties claim that the other introduced bedbugs to the building, but I am unable to determine on the evidence which party is responsible for the infestation. It is possible that the bedbugs came from another unit or another tenant but it is equally possible that the bedbugs came into the suite on the person or belongings of the tenant or a guest. In order to establish their claims, the parties must prove that the other party failed to comply with the Act, Regulations or tenancy agreement and I find that neither party has met their burden.

The landlord acted quickly to treat the unit for bedbugs once he became aware of the problem and there is no persuasive evidence showing that he is at fault for the appearance of the bedbugs. I find insufficient evidence to show that the landlord failed to comply with the Act. The tenant reported the bedbugs to the landlord as soon as she became aware of the issue and the landlord was unable to provide persuasive evidence to show that the tenant brought the bugs into the unit. I find insufficient evidence to show that the tenant failed to comply with the Act.

I find that neither party has met the first step of the test outlined above and therefore I dismiss both claims.

### Conclusion

The claims of the landlord and of the tenant are 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: December 23, 2015

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Residential Tenancy Branch

