



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

Dispute Codes: CNC

Introduction:

The Application for Dispute Resolution filed by the Tenant seeks the following:

- a. An order to cancel the one month Notice to End Tenancy dated November 28, 2015.
- b. A monetary order in the sum of \$1500.
- c. An order that the landlord comply with the Act, regulations or tenancy agreement.
- d. An order that the landlord make emergency repairs.

A hearing was conducted by conference call in the presence of the applicant and in the absence of the respondent although duly served. On the basis of the solemnly affirmed evidence presented at that hearing, a decision has been reached. All of the evidence was carefully considered.

The Residential Tenancy Act permits a party to serve another by mailing, by registered mail to where the other party resides. The Supreme Court of British Columbia has held that a party cannot avoid service by refusing to pick up the registered mail. I find that the Application for Dispute Resolution/Notice of Hearing was served the landlord by mailing, by registered mail to where the landlord resides on December 23, 2015 and that it was sufficiently served even though the landlord failed to claim the package.

Background and Evidence:

The tenancy began on June 1, 2012. The rent was initially set at \$610 per month payable in advance on the first day of each month. However, the rent was lowered to \$450 per month as the tenant provided work around the rental property. The tenant paid a security deposit of \$300 at the start of the tenancy.

The tenant vacated the rental unit on January 16, 2016 and he has no desire to reinstate the tenancy.

As a result I ordered that the tenant's application to cancel the one month Notice to End Tenancy, for an order that the landlord comply with the Act, regulations or tenancy agreement or that the landlord make emergency repairs be dismissed as those claims are moot.

Issues to be Decided:

The issue to be decided is whether the tenant is entitled to a monetary order and if so how much?

Analysis:

The tenant testified that on November 3, 2015 he advised the landlord of a serious bedbug problem that he originated with an upstairs tenant. The landlord refused to do anything about it saying she thought it was the tenant's responsibility. The bedbug problem spread to the tenant's unit. He attempted to deal with it but was unsuccessful. In late November he asked that the landlord bring in a professional exterminator but the landlord failed to do so. The tenant estimated he spent between 60 and 80 hours attempting to deal with the bedbug problem. He is on a disability and he found this situation very difficult. Eventually he moved out of the rental unit. He had to throw away his bed and couches because of the bedbugs.

Section 32 of the Residential Tenancy Act provides as follows:

Landlord and tenant obligations to repair and maintain

32 (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.

I determined the landlord failed to maintain the rental property in a state of decoration and repair that complies with 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. The elimination of a bedbug problem that originated from another unit is the landlord's responsibility and not the tenants.

With respect to each of the tenant's claims I find as follows:

- a. I determined the tenant is entitled to \$103.78 for the cost of pest control materials he purchased from the hardware store.
- b. I determined the tenant is entitled to \$125 for reimbursement of rent that was not returned by the landlord. The landlord agreed to a reduced rent of \$450 per month. However, the government cheque was \$475 per month. The landlord failed to repay the \$25 for a 5 month period or the sum of \$125.

- c. The tenant testified he is seeking compensation for two month rent because of the bedbug problem. He testified he spent 60 to 80 hours attempting to deal with it. The value of the rental unit was significantly reduced. He testified he was not concerned about the loss of his bed and couches. I determined the tenant is entitled to compensation in the sum of \$350 per month for the reduced value of the tenancy caused by the failure of the landlord to adequately deal with the bedbug problem for the months of November and December for a total of \$700

Determination and Orders:

In summary I ordered that the landlord pay to the tenant the sum of \$928.78.

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: February 04, 2016

Residential Tenancy Branch

