



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC ERP RP PSF

Introduction

This hearing convened pursuant to the tenant's application for orders for repairs and emergency repairs, an order that the landlord provide services or facilities required by law and monetary compensation for damage or loss. The tenant and the landlord participated in the teleconference hearing.

At the outset of the hearing, the landlord confirmed that they had received the tenant's application and evidence. The landlord did not serve their evidence on the tenant, and I therefore did not admit their documentary evidence.

Both parties were given full opportunity to give affirmed testimony and present their evidence. I have reviewed all testimony and other evidence. However, in this decision I only describe the evidence relevant to the issues and findings in this matter.

Preliminary Issue – Claims for Repairs and Emergency Repairs

At the outset of the hearing the tenant stated that there were no current issues requiring repairs or emergency repairs. I therefore dismissed those portions of the tenant's application.

Issue(s) to be Decided

Is the tenant entitled to monetary compensation as claimed?

Should I order the landlord to provide services or facilities required by law?

Background and Evidence

The tenancy began on August 1, 2014. The rental unit is an apartment in a multi-unit building. The tenant stated that she was claiming compensation because her rental unit and her belongings are infested with bedbugs.

The tenant stated that on June 5, 2016 she informed the landlord that there were bedbugs in her unit. The tenant stated that the landlord set up treatments on June 6 and 22, 2016. The tenant stated that she washed and dried everything.

The tenant stated that the third treatment was scheduled for July 5, 2016, but that was too far away, as there were still bedbugs present on June 26, 2016. The tenant stated that she texted the landlord on June 26th and 27th. The tenant stated that she contacted a pest extermination company, which informed her that an emergency third treatment could be done earlier than July 5, 2016. The tenant acknowledged, however, that she did not ask or tell the landlord about an earlier emergency treatment. The tenant stated that there were bugs coming through the ceiling, and her rental unit was uninhabitable from June 22 to July 5, 2016. The tenant stated that she believes the bedbugs came from another rental unit in the building. The tenant stated that the landlord failed to treat the surrounding apartments. The tenant stated that she could not move her bed out of the rental unit because then she would have nowhere to sleep.

The tenant claimed monetary compensation for replacement linens, bedding, furniture and clothing; laundry and storage costs; lost revenue; and miscellaneous other items; for a total claim of \$3,906.61.

The landlord responded that they took all reasonable steps to address the bedbug issue in a timely and constructive manner. The landlord stated that they had the first treatment done one day after the tenant complained of bedbugs. The landlord stated that they offered the tenant an empty suite in which to store her belongings, but the tenant declined the offer. The landlord stated that they heard no complaints from the tenant between the first and second treatments. The landlord stated that the extermination company reported that there were no live bedbugs in the tenant's unit after June 22, 2016, and there should be 10 to 14 days between treatments to have the rental unit safe to live in.

The landlord stated that they did have all of the surrounding apartments inspected, and one other suite was treated on June 22, July 5 and July 19, 2016. The landlord stated that they use various different extermination companies because they are very

competitive. The landlord stated that they are confident in the professionalism of these companies.

Analysis

Upon consideration of the evidence, I find that the tenant is not entitled to compensation. The tenant did not provide sufficient evidence to show that the landlord failed to act in a reasonable and timely manner to address the bedbug infestation in her unit. I accept the landlord's evidence that they took the necessary steps to address the infestation as quickly and reasonably as possible. In fact, it is more likely than not that the tenant made the problem worse by refusing to get rid of her bed. The tenant's monetary claim is dismissed. As I am satisfied that the landlord took appropriate steps, I find it is not necessary to order the landlord to provide services or facilities required by law.

Conclusion

The tenant's application is dismissed in its entirety.

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: September 22, 2016

Residential Tenancy Branch