



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Rockwell Management Inc.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNR MNDC RR

Introduction

This hearing dealt with the tenant's application for monetary compensation and a reduction in rent. The hearing first convened on July 20, 2016. On that date, the tenant's primary concern was the presence of bedbugs in her unit. I adjourned the hearing to allow the landlord to check the unit for insects. I also amended the style of cause to reflect the correct corporate name of the landlord.

The hearing reconvened on September 12, 2016. The tenant and an agent for the landlord participated in the teleconference hearing on both dates. The parties confirmed that they had received the other party's evidence. Neither party raised any issues regarding service of the application or the 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.

Issue(s) to be Decided

Is the tenant entitled to monetary compensation or a reduction in rent?

Background and Evidence

The tenant claimed \$25,000.00 in monetary compensation for the presence of bedbugs in her unit. In her evidence, the tenant broke down her monetary claim into approximately \$5, 000.00 for the cost of replacing furniture and \$20,000.00 for pain and suffering.

The tenant stated that in June 2016 she verbally informed the landlord that there were bedbugs in her unit. The tenant stated that she believed the bedbugs came from another unit in the building. The tenant stated that she needs to replace her bed, which is 12 years old, second-hand and falling apart. The tenant stated that there were no bedbugs in her previous residence, which was a cabin.

The landlord responded that on or about June 21, 2016, after they were served with the tenant's application, they sent pest control to check the situation in the unit. However, there was nobody there, so they didn't go in. The landlord stated that they inspected the rental unit on July 20, 2016, and on August 22, 2016 they sent in pest control to treat the rental unit. The landlord said that they intended to have a follow-up treatment done, but if the tenant did not get rid of her bed, there was nothing the landlord could do. The landlord stated that historically there has never been a pest problem in that unit. The landlord stated that there was an instance where one child in the building got bedbugs from daycare, but that child lived nowhere near the tenant's unit.

Analysis

I find that the tenant has failed to provide sufficient evidence that the landlord is responsible for the bedbugs in the rental unit. I further find that the landlord has taken reasonable steps to address the pest problem, by investigating and having the unit treated. The tenant's refusal to remove her bed from the unit is preventing the landlord from effectively exterminating the bedbugs. The tenant is not entitled to any monetary compensation or a reduction in rent.

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: October 7, 2016

Residential Tenancy Branch