



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes: MNDC FF

### **Introduction:**

Applications were made by both parties and both parties attended the hearing. They confirmed receipt of each other's application by registered mail. I find they were legally served pursuant to section 89 of the Act. Both parties apply for compensation pursuant to the *Residential Tenancy Act* for monetary orders for compensation for losses due to an infestation of bedbugs.

### **Issue(s) to be Decided:**

Has the landlord proved on a balance of probabilities that the tenant through act or neglect was responsible for bed bug infestation and the cost incurred by them for inspections?

Has the tenant proved on a balance of probabilities that the landlord through act or neglect violated the tenancy agreement or Act and caused damages to her for which she should be compensated? If so, to how much has she shown entitlement?

### **Background and Evidence:**

Both parties were given opportunity to provide submissions, oral sworn testimony and to respond to each other's claims. It is undisputed the tenancy began on April 1, 2016, rent is \$780 per month and a security deposit of \$390 was paid. The landlord requested I speak slowly and loudly as English is his second language and he has a minor hearing problem. I did as he requested and he appeared to be able to understand and give responses to the tenant's statements.

The landlord said this tenant has been extremely demanding since the tenancy began and he offered her a month's rent and moving expenses of \$300 to vacate. She refused and said she wants her suite maintained and cannot afford to move. The landlord said this tenant is the only one that has bed bug issues and so she must have brought them in on her bed frame. He said when she complained of bugs, he hired a pest control company which inspected and found bed bugs in her wooden bed frame. They

instructed the tenant to wrap the mattress in a plastic cover and put all clothing in garbage bags but she refused and said she only wanted the bed frame sprayed. When the technician said that she had to do as instructed for the treatment to be effective, she dismissed him and said she would call another company. This second company gave the same instructions but she refused and they did the treatment of her bed frame according to her instructions. He tried to have adjoining suites inspected and treated but they refused as they said they had no bugs. The tenant said no other suites were inspected and the one across the hall has mice and bed bugs but when the landlord said they might have to pay if they had them, they said No, they did not have them. She said these individuals have some mental health issues, they keep their unit very dirty and other tenants in the building also have problems with their lack of sanitation. She believes this suite is the origin of the bugs and mice. The landlord said the tenant in the suite across the hall is elderly and when he was in hospital, the landlord called his relatives and got permission to go in and clean it up. He took out almost 6 bags of garbage and cleaned. The refrigerator was thrown out. He said there was no inspection for bedbugs as the tenant said 'No'. He had the hall carpets replaced recently and said the installers found no bugs.

The tenant said she did not know right away that she had bed bugs. She knew there were mice for she noted it on the move-in report but the landlord has not eradicated the mouse problem. He only gave her some traps and blocks but they still come into her kitchen and rip stuff up. She said the first pest control company engaged by the landlord told her they did not do mattresses and refused to treat her other furniture. They charged for the inspection which she thinks is ridiculous. She called another company and has paid for two treatments and got a third one free. She said the biting has stopped but she still finds some in traps. She had to leave her bedroom for a month because the biting was so bad and she had a bad allergic reaction to it. The landlord paid for a mattress cover which enables her to use her mattress, although there are many stains from blood and feces of the bugs. The bed frame is wooden with panels but badly stained and smelly as the bugs get into the crevices and breed there. It had to be customized by her for she has a disability.

The tenant claims as follows:

1. \$1118.88 for a heat treatment of her unit to eradicate bugs
2. \$15.57 for pillow cases –about a year old
3. \$44.76 for a memory foam pillow – about a year old
4. \$55.97 for a body pillow – maybe 2 years old
5. \$599.97 for a bedframe about 6 months old
6. \$200 for a couch- maybe 3 years old
7. \$1170 for a rebate of 50% rent for 3 months for loss of use of 50% of her suite.

In the hearing, the tenant said this maybe was a mistake for she was actually

only unable to use her bedroom for one month. However, she said there is still bug powder everywhere and her belongings need to be scrubbed.

The tenant said the staining from bug blood and feces is so bad that it is unable to be removed by cleaning. Couch cleaning would be about \$30 but the bed frame is so smelly also that it cannot be cleaned.

In evidence are the tenancy agreement, statements of the parties, an invoice from a pest control company for inspection for bugs on July 19, 2016, an invoice from the company called by the tenant for treatment July 25, 2016 which noted they treated items and dusted floors. The report notes that bed bugs were visible in common hallway and around unit 204 across hallway and that sanitation in this tenant's unit was good. A follow-up inspection was done on August 19, 2016 and no evidence of live bugs was found; they recommended inspection of surrounding suites. A list of suites shows 7 suites in the building. Some suites, #201, #204 had notes saying they had no bed bugs and attesting to the landlord's good care. Suite 202 said they had no bugs since living there from 2013 and had an inspection in July 2016 and there were none, another 15 yr. resident said the building is bug and mouse free and the landlord repairs promptly. A previous tenant of this tenant's suite (and still living in the building) said she was a health care worker and had never heard of bed bug infestation in the building. The landlord included many invoices for dealing with repair requests from this tenant and a tenant's complaint letter about this tenant's annoying behaviour towards others in the building. An invoice shows the carpet was replaced October 21, 2016 and a renovation invoice for \$51,975 is dated January 10, 2015. Another invoice shows floors were done in 4 units, including the tenant's unit on January 28, 2015.

The tenant's evidence included CDs, Disk 1 shows issues with bedbugs, Disk 2 is related to the tenant's problems with neighbours and repair issues such as the repair person refusing to do work in her suite until the bug problem was resolved. There is a complaint letter from another tenant regarding this tenant's interfering behaviour and the subject tenant's complaint to the Police department, a great many emails to and from unknown persons about the neighbours, answering the tenant's complaints and criticizing the landlord, a move in condition inspection report noting \*mice in unit\*. A letter from the subject tenant's friend says her unit was clean when he was there, and had a discussion with a neighbour who was drinking saying their bathroom had mold, they had mice and he recounted loud noises from the same neighbours' unit. Other letters cover these same issues regarding repairs and annoyance of neighbours. The tenant includes estimates from the internet for her furniture and other item replacement and a letter to the landlord dated August 18, 2016 noting the pest control companies had recommended inspections of other suites and treatment if necessary. She said the

landlord has refused to do this or eradicate the mice problem. She states she requests tubes of silicone so she can seal up the holes in her suite, more bed bug powder, a bed bug trap and replacement cartridges. She also lists other repairs needed in her suite but these were not the subject of this claim.

On the basis of the documentary and solemnly sworn evidence, a decision has been reached.

### **Analysis**

Awards for compensation are provided in sections 7 and 67 of the *Act*.

S. 7(1): If a landlord or tenant does not comply with this Act, the regulations or their tenancy agreement, the non-complying landlord or tenant must compensate the other for damage or loss that results.

(2) A landlord or tenant who claims compensation for damage or loss that results from the other's non compliance with this Act, the regulations or their tenancy agreement must do whatever is reasonable to minimize the damage or loss.

This test must be satisfied:

1. Proof the loss exists
2. Proof the loss occurred solely because of the actions or neglect of the Respondent in violation of the tenancy agreement or the Act
3. Verification of the actual amount required to compensate for the claimed loss or to rectify the damage.
4. Proof that the claimant followed section 7(2) of the Act by taking reasonable steps to minimize the damage or loss.

In respect to the landlord's claim, I find section 32 of the Act provides that the landlord must maintain residential property in a state of repair that complies with health, safety and housing standards. This would include eradicating bed bug and mice infestations. Although the tenant was dissatisfied with the first pest control company's response and called a second company, I find insufficient evidence that this cost the landlord more money to address the bed bug infestation. I find it likely that if the first company had continued to treat the unit, the landlord would have expended the same amount. Since I find it is the landlord's obligation to inspect and treat for bed bug and mice infestation, I find the tenant not responsible to reimburse him for these costs. I find insufficient evidence to show that the tenant introduced the bed bugs to the building so it was not due to her act or neglect the infestation of her unit occurred. I find the pest control company noted on their report that she had good sanitary standards so I find she was not contributing to the problem. I dismiss the claim of the landlord and find him not entitled to recover the filing fee.

Regarding the tenant's claims, I find the weight of the evidence is that the bed bugs may be originating from the unit across the hall. Although the landlord said the carpet installers had seen no bed bugs in the hall, I find the pest control company who has a professional and can readily see bed bug activity, noted they saw bed bugs in the hall and especially around #204. The landlord's own testimony confirmed that the unit across the hall had to be cleaned by himself and he had to take out about 6 bags of garbage and discard a refrigerator from there. I find it is improbable that such a suite would not have issues that required treatment. I find in these circumstances it is the landlord's duty to have unit #204 inspected and treated if necessary for bed bugs and mice. Even if the tenant says No, the landlord has the power to serve a 24 hour Notice of Entry under section 29 and go in for inspection. Pursuant to section 33 if treatment is necessary, these repairs may be considered emergencies if they are threatening the welfare of other tenants.

I find the weight of the evidence is that the tenant has suffered losses, some of which may be due to the lack of treatment of adjoining units. I find her entitled to a rent rebate of 50% of one month (\$390) for the time (as corrected by her in the hearing) that she was unable to use her bedroom. However, I find insufficient evidence that the pillow cases, pillows, bed frame and couch cannot be satisfactorily treated and cleaned. Although she provided internet information of the possible value of them, she provided no receipts for amounts she had paid for them, although she claimed she had purchased them relatively recently. She provided no expert opinions on cleaning possibilities or estimates for costs of such cleaning, although she said the couch could be cleaned for about \$30. I find her CD pictures insufficient evidence to prove that her items cannot be cleaned at a lot less cost than replacement. I dismiss the claims for costs of replacing her items.

In respect to her claim for \$1118.88 for heat treatment, I find insufficient evidence that the pest control being used by the landlord is not addressing the problem of the bed bugs. I find however, that inadequate efforts have been made to eradicate the mice problem which the evidence shows existed on the move-in report. The landlord will be ordered to eradicate the mice problem and the tenant will be given a 10% rebate of rent until the mouse problem has been eradicated and pest control experts have inspected adjoining units and certified they and the tenant's unit are free of bed bugs and mice.

I find the other evidence in the file deals with repair issues which are not the subject of this hearing so I decline to consider them. I do note however that the landlord appears to have satisfied most of them promptly. I find other evidence was related to complaints about this tenancy from other tenants. I decline to consider these complaints. If other tenants' peaceful enjoyment is significantly disturbed, I note the landlord has the option

of serving a Notice to End Tenancy pursuant to section 47 and filing an Application supporting this cause to gain an Order of Possession pursuant to sections 47 and 55.

**Conclusion:**

I dismiss the claim of the landlord and find him not entitled to recover the filing fee.

I find the tenant entitled to recover \$390 rent rebate. This may be deducted from her next rent payment or otherwise deducted from rent. No filing fee was involved.

**I HEREBY ORDER the landlord to immediately engage a professional pest control company to inspect the tenant's suite and the suites adjoining the tenant's and especially #204 across the hall.**

**I HEREBY ORDER the landlord to have a professional company eradicate any bed bug and mice infestations and obtain a report from them certifying they are completely eradicated.**

**I HEREBY ORDER that the tenant may deduct 10% from her rent each month (\$78) starting in January 2017 until the landlord provides a copy of such a report to her stating the bed bugs and mice are eradicated from her unit and other units and no further activity is noted.**

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 07, 2016

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Residential Tenancy Branch