



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding CAMY PROPERTIES LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNSD, OLC, FF

Introduction

The tenant applies for compensation for inconvenience and loss of property resulting from a bed bug infestation in her rental unit.

The landlord's representative Mr. HT did not have the tenant's documents in hand at the hearing. There was a question of whether or not they had been served on the landlord. The documents were reviewed prior to the start of the evidentiary portion of the hearing. None took the landlord by surprise. Mr. HT agreed to proceed without having the documents.

Both parties attended the hearing, the landlord by its representative Mr. HT, and were given the opportunity to be heard, to present sworn testimony and other evidence, to make submissions, to call witnesses and to question the other. But for the documents referred to above, only documentary evidence that had been traded between the parties was admitted as evidence during the hearing.

Issue(s) to be Decided

Is the landlord responsible for the inconvenience and loss suffered by the tenant as the result of a bed bug infestation in her rental unit? If so, what is the proper measure of damages?

Background and Evidence

The rental unit is a two bedroom apartment in a nine unit apartment building. There is a written tenancy agreement though neither side produced a copy of it for the hearing.

The tenancy started in May 2012. Currently the monthly rent is \$1300.00 plus \$25.00 for parking. The landlord holds a \$637.50 security deposit.

The tenant testifies that in or about August 2016 she had heard that the tenants in another rental unit in the building had suffered a bed bug problem and had moved out as a result. Those tenants had told the applicant that they thought the bugs had come from the laundry

room of the apartment building and before that from a particular rental unit occupied by a mentally challenged man who had lived in that rental unit for 25 years.

In later September, the tenant realized that she herself was being bitten by bed bugs in her apartment. She contacted the landlord and reported the problem.

On October 7 a professional pest control company attended and treated the tenant's rental unit for bed bugs.

On October 14 the landlord arranged for a pest control company to attend the apartment building with a dog specially trained to detect bed bugs. All units in the building were inspected with the dog, but for the applicant tenant's unit since it had just been "treated." Apparently one must wait 30 days after a treatment before a sniffer dog can be effective. It had only been a week since treatment of the tenant's rental unit.

Mr. HT testifies that all rental units adjacent to the tenant's rental unit were "alert free" meaning there was no evidence of bed bugs found by the sniffer dog.

On October 28 the tenant's rental unit was given a second treatment.

On November 21 the tenant's rental unit was given a third treatment. At that time the pest control company reported that there was no evidence of bed bug eggs or live bed bugs in the rental unit. One dead bed bug was discovered.

The tenant feels that the landlord did not act quickly enough to attend to the problem when the vacating tenants discovered bed bugs. She says the landlord should have evicted the long term tenant in whose rental unit she thinks the problem started. She feels that once she had complained, the landlord should have had all the rental units in the building treated. It should have taken the problem more seriously.

Mr. HT for the landlord says that the tenants who moved out in August left to go to university, not because of any bed bug problem. He says that there was no incident of any bed bugs in the laundry room.

He says the tenant called him on October 4 and the landlord took immediate and appropriate action by retaining a professional pest control company to attend to it. He says the landlord did what the pest control people recommended be done and so the landlord should not be responsible for bed bugs in the tenant's rental unit.

He says the pest control company never recommended that the whole building be treated for bed bugs.

Mr. HT says that on October 14 the woman who handles the sniffer dog conducted a visual inspection of the tenant's rental unit and reported that it was free of bed bugs.

Analysis

It is clear that the tenant has suffered the uncomfortable experience of having bed bugs in her apartment.

It is equally clear that the landlord, through its workers did not introduce the bed bugs into the tenant's rental unit or into the apartment building either by direct action or by inaction.

In such circumstances, once a complaint has been made a landlord is obliged to investigate and to take all reasonable steps that the reasonable result of the investigation might call for.

In this instance I find that the landlord did take the reasonable steps required of it on receiving the tenant's complaint of bed bugs. It is not responsible for the tenant's loss or inconvenience.

The evidence satisfies me that the landlord acted quickly and professionally in hiring a pest control company. The landlord followed the instructions given to it and went even farther, by directing that the tenant's hallways be treated in addition to the bedrooms.

Conclusion

The landlord is not responsible for the tenant's loss or inconvenience. The tenant's application must be dismissed.

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: January 02, 2017

Residential Tenancy Branch