



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Pinnacle International Realty Group Inc.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MNDC ERP RP RR FF

### Introduction

This hearing dealt with the tenant's application for monetary compensation, orders for repairs, emergency repairs and a reduction in rent, as well as recovery of the filing fee. The tenant and an agent of the landlord participated in the teleconference hearing.

The landlord stated that they had received an order of possession through the direct request process and served it on the tenant. As set out in the decision in that matter, the tenancy ended on January 12, 2017. I therefore dismissed the portions of the tenant's application regarding orders for repairs, emergency repairs and a reduction in rent.

At the outset of the hearing, the landlord confirmed that they had received the tenant's application. The landlord stated that they had faxed late evidence to the Branch on January 16, 18 and 20, 2017. However, I did not have that evidence and as it was late I did not admit that evidence.

Both parties were given full opportunity to give affirmed testimony. Late in the hearing, a witness for the tenant began speaking. The witness had been present since the beginning of the hearing but had not been identified. However, the witness's testimony was not relevant, and it was not necessary for me to consider it in this matter. I have reviewed all testimony. 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 as claimed?  
Is the tenant entitled to recovery of his filing fee?

### Background and Evidence

The tenancy began in 2009. The rental unit is an apartment in a multi-apartment building.

The parties agreed that in June or July 2016 the tenant informed the landlord that there were bedbugs in his unit. The landlord sent someone to inspect the unit, and told the tenant that as there were no other bedbugs in the building he must have brought in the bugs. The landlord told the tenant he was therefore responsible for having his unit treated for bedbugs.

In August 2016 the landlord informed the tenant that there were now bedbugs in three other neighbouring units. On September 7, 2016 the unit was sprayed. The second spraying was scheduled for September 20, 2016; however, as the tenant had not prepared the unit for spraying, it could not be done.

The tenant stated that he complied with everything. The tenant stated that he had his unit sprayed twice, in June 2016 and July 2016. The tenant stated that he had to throw out his bed and couch, and he could not sleep at night because of the bedbugs. The tenant stated that he did not know he had to re-pack everything for the second spraying that the landlord had done.

The tenant stated that because of the bedbugs, his rental unit was not liveable, safe or healthy. The tenant has claimed recovery his rent of \$920.00 per month for the months of October, November and December 2016 and January 2017, as well as \$1,320.00 to replace his bed and couch.

The landlord stated that they gave the tenant instructions on how to prepare his unit for spraying, but he did not do so. The landlord stated that as of the time of the hearing in this matter, they were going to have to use heat treatment in the unit as a last resort.

### Analysis

I find that the tenant is not entitled to any compensation.

The tenant did not provide sufficient evidence to show that the landlord was negligent in treating the bedbugs for the time period that the tenant has claimed compensation. The tenant acknowledged that he did not re-pack everything for the landlord's second spraying scheduled for September 20, 2016, and the landlord stated that the second spraying therefore could not be done as scheduled.

As the tenant's application was not successful, he is not entitled to recovery of the filing fee for his application.

Conclusion

The tenant is not entitled to any monetary compensation. The application is 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: February 14, 2017

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Residential Tenancy Branch