



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding RIVERWALK VILLAS PLATINUM PROPERTY MANAGEMENT  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MNDC, ERP, RR, MNSD

### Introduction

The tenant applies for a monetary award for the value of furnishings and belongings rendered useless by an infestation of bed bugs. She also seeks an emergency repair order to deal with the bugs a rent reduction and recovery of her security deposit.

The respondent landlord did not attend the hearing though duly served. The tenant's advocate referred to a letter from the landlord, with the letterhead RV, stating that the respondent named by the tenant as her landlord in her application was not it.

The tenant's advocate stated that he was satisfied that the respondent party the tenant had named was the correct respondent and wished to proceed on that basis. The matter proceeded on the basis that any relief granted to the tenant would only be granted against the respondent named in the application, namely RVPPM.

The tenant stated that she is moving from the rental unit on February 1, 2017. As a result, her requests for an emergency repair order and rent reduction are moot; of no relevance any longer.

### Issue(s) to be Decided

Has the landlord failed in its duty to attend to a bed bug infestation in the tenant's rental unit? If so, has the tenant suffered damage as a result?

### Background and Evidence

The rental unit is a one bedroom apartment in a three storey apartment building.

The tenancy started in October 2008 with a previous landlord, RPJ.

There is a written tenancy agreement with that landlord. The tenant's current monthly rent is \$703.00, due on the first of each month. The landlord holds a \$300.00 security deposit and a \$150.00 pet damage deposit.

The tenant says she pays her rent by cheque to RV and that PPM is the owner of the property. It should be noted that the tenant's application does not appear to distinguish between the two. RV and PPM appear to be listed as a single landlord RVPPM.

In November 2016 the landlord hired a pest control company to treat two or more rental units on the tenant's floor for bed bugs. The tenant was not informed about it, nor was her suite inspected for possible bed bugs.

Between December 2 and 15, 2016, the tenant was hospitalized. She suffers from respiratory problems. During that time her son D was living in her rental unit and he noticed bed bugs.

The landlord was informed and on December 16 the landlord had a pest control company "spray" the rental unit with a second treatment involving "dusting" scheduled to occur ten to fourteen days later.

Unfortunately, the pest control treatment exacerbates the tenant's respiratory condition. As a result, she had to live elsewhere, with relatives, for one and one half months.

She had a conversation with the office manager on December 27 who indicated to her that the landlord would not provide another treatment because there was no mattress cover as had been requested.

She gave her notice on December 28 to vacate the rental unit by the end of January.

The tenant testifies that her furniture has become infested with bed bugs and is no longer of any use or value. She is moving because she considers the rental unit to be uninhabitable. She is of the view that the rental unit still contains bed bugs.

### Analysis

I accept the tenant's uncontradicted evidence as presented. I find that the pest control spraying in her apartment posed a risk to her given her respiratory problems and that some of her furniture still contains bed bugs.

The tenant through her advocate submits that the landlord had a duty to inform her that other suites on her floor were being sprayed for bedbugs in November. Further, it is submitted that at that time the landlord had a duty to inspect her suite to determine that it had bed bugs.

Section 32(1) of the *Residential Tenancy Act* (the "Act") sets out a landlord's obligation. It provides:

- 32** (1) A landlord must provide and maintain residential property in a state of decoration and repair that
- (a) complies with the health, safety and housing standards required by law, and
  - (b) having regard to the age, character and location of the rental unit, makes it suitable for occupation by a tenant.

As the tenant's advocate points out, Residential Tenancy Policy Guideline 1 "Landlord & Tenant – Responsibility for Residential Premises" provides that a landlord is generally responsible for major projects, such as tree cutting, pruning and insect control.

In my view the Policy Guideline reference to insects is not meant to include insects hosted by humans or other warm blooded creatures that are discovered in a particular rental unit. It is not reasonable to assume that a landlord would be responsible for, say, an incident of hair lice on a tenant, even if the hair lice were contracted from a neighbouring tenant of the same landlord. Rather, I consider the Guideline to be referring to insects, the ingress of which is related to the state of the building itself, for example: ants, wasps or cockroaches.

The landlord's responsibility under the Guideline could be engaged however, if the insects are found to be in a common area, like a lobby or a hallway.

Bed bugs fall into the former category and Policy Guideline 1 is not directly applicable in this instance.

Nevertheless, the landlord is responsible under s. 32(1) to maintain residential property so that it complies with health, safety and housing standards required by law.

The tenant did not refer to any particular health, safety or house standard that would apply in this case.

In this case the landlord had undertaken steps to eradicate bedbugs in neighbouring apartments. When the tenant reported bed bugs in her rental unit, it appears the landlord took immediate steps. But should it have informed the tenant earlier, at the time the neighbouring apartments were being treated? Should it have caused the tenant's unit to be inspected at that time? Put another way; were either or both of those actions reasonable steps a landlord in such a situation should have taken?

The burden of proof is on the claimant to show that such action was the reasonable thing to do. In order to demonstrate that the landlord should have informed the tenant of bed bug treatment in her neighbours' units or inspected her rental unit, it would be necessary to determine whether the tenant's rental unit was at risk from the bed bugs in neighbouring units or whether it was likely that, given the state infestation on her floor, her rental unit was likely affected as well and should properly be inspected.

That evidence could only reasonably come from a person expert or qualified in the business of eradicating bedbugs.

There was no such evidence here. As a result the tenant has not shown that the landlord was responsible either by action or inaction, for the inconvenience and loss she has suffered.

### Conclusion

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: February 02, 2017

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Residential Tenancy Branch