



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes ERP, RR

Introduction

This hearing dealt with the tenant's Application for Dispute Resolution seeking an order to have the landlord complete emergency repairs and for a rent reduction.

The hearing was conducted via teleconference and was attended by the tenant; her advocate; both named respondents and their witness.

At the outset of this hearing the tenant clarified, through her advocate, that the emergency repair required was the completed bedbug treatment that is the basis of this dispute. The tenant confirmed she did not need an order to have the landlord complete the repair because it is completed. The tenant also clarified that she had not intended to request a rent reduction. For both of these issues I amend the tenant's Application to exclude these matters.

The tenant further clarified that she seeks solely a determination of who should pay for the cost of the bedbug treatment in her rental unit.

Issue(s) to be Decided

The issues to be decided are whether the tenant or the landlord is responsible for the costs associated with bedbug treatment in her rental unit, pursuant to Sections 32, 67, and 72 of the *Residential Tenancy Act (Act)*.

Background and Evidence

The landlord submitted into evidence a copy of a tenancy agreement between the parties for a month to month tenancy beginning on January 15, 2016 for a monthly rent of \$500.00 due on the 1st of each month with a security deposit of \$275.00 paid.

The tenant submits that in December 2016 she reported a bedbug infestation to the landlord for which a local technician completed the treatment within a reasonable time. However, after the treatment was completed the tenant submitted the landlord requested the tenant pay for the treatment.

The tenant submitted a copy of a handwritten letter from the landlord to the tenant dated January 9, 2017 asking the tenant to pay the landlord \$550.00 for this treatment. The landlord offers that if the tenant cannot pay the amount in full that she can make

arrangements to be in over 2 or 3 payments. The landlord has submitted a copy of a paid invoice for this treatment in the amount of \$550.00.

The landlord SJ testified that he has been responsible for this building for 7 years and they have not once had a complaint about bedbugs nor have they been required to treat the residential property or any rental units for bedbugs, until this complaint.

The landlord submitted that shortly before the tenant complaint about bedbugs she advised the landlord MH that her mother was going to stay with her while her home was being treated for bedbugs. The landlord's witness testified that the tenant told witness that the tenant's mother had given the tenant bedbugs when she had stayed with her.

The tenant does not remember any such conversation between herself and the landlord's witness. The tenant's advocate testified that there is currently a bedbug problem in their community and a number of residential properties have encountered infestations and have required treatment.

The tenant confirmed that her mother did stay with her while her unit was being treated. The tenant submitted that she only knows one other tenant in the building and is not aware of any other occupants in the residential property who have indicated that they have bedbugs.

Analysis

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

Section 32(2) states a tenant must maintain reasonable health, cleanliness and sanitary standards throughout the rental unit and Section 32(3) states the tenant must repair damage to the rental unit or common areas that is caused by the actions or neglect of the tenant or a person permitted on the property by the tenant.

From the submissions of both parties I find, on a balance of probabilities that the bedbug infestation was caused when the tenant's mother came to stay with her just prior to her complaint that her unit had bedbugs.

I make this finding, at least in part, because there is no evidence submitted by either party that there had been a previous infestation in this rental unit or any other unit or common areas of the residential property.

Furthermore, the tenant has confirmed that her mother stayed with her while her home was being treated for bedbugs just prior to her complaint to the landlord regarding her own infestation.

While I accept the tenant's advocate's submission that there is currently a big local bedbug problem, neither party has provided any evidence to suggest any other possibility of how the tenant's rental unit was infested.

As I have found the tenant's mother is responsible for the bedbug infestation, I find that the tenant is responsible for the cost of treatment, pursuant to Section 32(2). If the tenant fails to pay the landlord I order that the landlord is at liberty to file an Application for Dispute Resolution seeking a monetary order based on this decision.

Conclusion

Based on the above, I dismiss the tenant's Application for Dispute Resolution 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: March 17, 2017

Residential Tenancy Branch