



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC

Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* (the *Act*) for a monetary order for compensation for loss or other money owed under the *Act*, regulation or tenancy agreement pursuant to section 67.

While the tenant attended the hearing by way of conference call, the landlord did not. I waited until 1:46 p.m. to enable the landlord to participate in this scheduled hearing for 1:30 p.m. The tenant was given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses.

Rule 7.3 of the Rules of Procedure provides as follows:

7.3 Consequences of not attending the hearing

If a party or their agent fails to attend the hearing, the arbitrator may conduct the dispute resolution hearing in the absence of that party, or dismiss the application, with or without leave to re-apply.

The tenant provided sworn, undisputed testimony that he had served the landlord with his application for dispute resolution hearing package ("Application") and evidence by way of registered mail on February 1, 2017. In accordance with sections 88, 89, and 90 of the *Act*, I find that the landlord was deemed served with the Application and evidence on February 6, 2017, five days after mailing.

Issues(s) to be Decided

Is the tenant entitled to monetary compensation for loss or other money owed under the *Act*, regulation or tenancy agreement?

Background and Evidence

The tenant provided the following sworn, undisputed testimony as the landlord did not attend the hearing. This month-to-month tenancy began on February 1, 2016, with monthly rent set at \$320.00. The landlord had collected a security deposit of \$250.00 from the tenant, and still continues to hold that deposit.

The tenant testified that he had moved in on February 1, 2016, and was not made aware that the building had a bedbug infestation. The tenant had just purchased a new bed and sofa, and by June 2016 his apartment became infested with bed bugs, and he had to dispose of both the bed and sofa. The tenant informed the management that he had bed bugs, and his apartment

was heat treated. He was told to remove the bed and sofa by the pest control company at that time, which he had complied with. A second heat treatment was done a couple weeks later, and a third one a few weeks later. After the third treatment the tenant still had bed bugs, and did not want to purchase another bed until the issue was resolved.

The tenant testified that seven treatments were required to eliminate the bed bugs, which included five heat treatments, and two spray treatments.

The last treatment took place in September of 2016. The tenant testified that he had to sleep on the floor, and that the problem was a lot more serious than he had expected. He testified that forty percent of the apartments in the building had bed bug problems, which he verified by talking to other tenants. He stated that the problem was “rampant in the building”, although at this time there were no more bed bugs.

The tenant requested, in his application, monetary compensation from the landlord in the amount of \$1,704.98. The tenant requested \$1,324.98 in compensation for the cost of his bed, \$20.00 for the cost of dumping the bed, \$60.00 for the cost of labour for dumping the bed, and \$300.00 for loss of enjoyment.

Analysis

Section 32(1) and (2) of the *Act* outlines the following obligations of the landlord and the tenant to repair and maintain a rental property:

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.

Section 65(1)(c) and (f) of the *Act* allow me to issue a monetary award to reduce past rent paid by a tenant to a landlord if I determine that there has been “a reduction in the value of a tenancy agreement.”

I should first acknowledge that I am sympathetic to the circumstances that befell the tenant. Based on the tenant’s undisputed sworn testimony, I have no reason to question the extent to which the bedbug infestation in his building caused difficulties for him. Unfortunately, bed bugs are a problem in many residential properties. Attaching responsibility for infestations of this type is exceedingly difficult. A monetary award would be considered in the event that evidence is provided to demonstrate that a landlord has failed to take measures to respond to a bed bug infestation.

I have considered the written and oral submissions of the tenant, and while the tenant had provided evidence to support that he was extremely inconvenienced by a bed bug infestation, the tenant did not provide sufficient evidence to establish that the landlord failed to fulfill their obligations as required by section 32(1) of the *Act* as stated above. The tenant testified that he had notified the landlord of the bed bug problem, and the landlord had responded by contacting a pest control company. The pest control company had attended on seven separate occasions to treat the bed bugs until the problem was resolved. Although I accept the tenant's testimony that the problem was so severe he had to dispose of his new bed and sofa, the tenant did not provide any witness testimony, nor did he produce any expert evidence or reports, to support that the landlord had failed in their obligations.

The tenant did not provide any receipts for the costs that he incurred as part of this incident other than the original receipt for the purchase of his bed in January of 2016. I find there is insufficient evidence for me to make a finding that the landlord had failed to meet their obligations regarding this matter, and on this basis I am dismissing the tenant's entire application.

Conclusion

I dismiss the tenant's entire application.

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: April 3, 2017

Residential Tenancy Branch

