



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding First Service Residential
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNDC

Introduction

This is an application brought by the tenant(s) requesting a monetary order in the amount of \$2094.81.

The applicant testified that the respondent(s) were served with notice of the hearing by registered mail that was mailed on October 7, 2016; however the respondent(s) did not join the conference call that was set up for the hearing.

Pursuant to section 90 of the Residential Tenancy Act, documents sent by registered mail are deemed served five days after mailing and therefore it is my finding that the respondent(s) have been properly served with notice of the hearing and I therefore conducted the hearing in the respondent's absence.

All testimony was taken under affirmation.

Issue(s) to be Decided

The issue is whether or not the applicants have established monetary claim against the respondent, and if so in what amount.

Background and Evidence

The applicant testified that, on April 12, 2016, he discovered an insect in the rental unit and thought it might be a bedbug, and therefore he sent a photo of it to the property management company.

The applicant further testified that without properly confirming the presence of bedbugs the landlords scheduled a bed bug treatment, and as a result they were required to prepare their unit for treatment, which is quite an onerous and costly process.

As part of the preparations, they decided to move some of their items to storage, just for safety reasons, due to having a toddler in the rental unit, and therefore they also had storage costs.

The applicant further testified that less than 24 hours prior to the scheduled treatment, and five days after receiving the notification to prepare the unit, the unit was inspected by a pest management company using a bedbug sniffing dog. At that time it was found that there were no bed bugs in the rental unit, and when the captured insect was shown to the inspector, the inspector quickly determined that it was a carpet beetle, not a bedbug, and stated that it should not of been used as the basis for treating the unit for bedbugs.

The applicants therefore argues that the landlord was negligent in not confirming the presence of bedbugs prior to ordering that they prepare the unit for bedbug treatment, and therefore they are requesting recovery of their costs, lost income, and loss of quiet enjoyment for preparing the unit for treatment, and restoring the unit back to normal once it was determined treatment was not required.

The applicants are therefore requesting a monetary order as follows:

rental of storage unit	\$100.30
Time off work	\$786.90
Packing supplies	\$233.01
Transporting items to storage unit	\$62.70
6 days Loss of quiet enjoyment	\$911.90
Total	\$2094.81

Analysis

It is my finding that the applicants have not shown that the landlords acted unreasonably or negligently in this matter.

The tenant testified that they sent a photograph of an insect they found in the rental unit to the landlord, as they thought it might be a bedbug, and evidence presented shows

that the landlord attached a copy of that photograph to an e-mail sent to the pest-control company and the pest-control company advise them that it was a bedbug.

It is my finding, that it was a reasonable decision on the part of the landlords to schedule a bedbug treatment of this rental unit, based on the response they got from the pest-control company. It was also reasonable for them to schedule it as quickly as possible, as bedbugs can be very disruptive to the tenants, and can spread to other units if not treated promptly. The pests control company, in fact, recommended immediate treatment to ensure the problem didn't spread.

The tenant has argued that the landlords were negligent for failing to confirm that there was a bed bug infestation prior to scheduling a treatment, and ordering them to prepare the unit, however the landlords had based that decision on the advice of pest-control professionals to whom they had shown a copy of the photograph of the insect, which the tenant stated he had found in his rental unit, and although the professionals may have been mistaken when they identified the insect as a bedbug, the landlord cannot be held liable for that mistake, or for advising the tenants to prepare the unit for a bedbug treatment when that decision was based on information provided to them by a company who has expertise on bedbugs.

It is my decision therefore that the landlords cannot be held liable for the applicants costs, loss of income, or loss of quiet enjoyment, that resulted from the tenants preparations for a bedbug treatment that was subsequently canceled.

Conclusion

Pursuant to section 62 of the Residential Tenancy Act, this application is dismissed in full, without leave to reapply.

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 05, 2017

Residential Tenancy Branch