



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

**Dispute Codes**      CNR, MNDC

### **Introduction**

This hearing dealt with an application by the tenant under the *Residential Tenancy Act* (the “Act”). The tenant applied to cancel a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities dated March 10, 2017 (the “10 Day Notice”) and for a monetary order for loss or damage under the Act, regulation, or tenancy agreement.

Only the tenant attended the hearing. He gave affirmed testimony and had the opportunity to present evidence orally and in written and documentary form and to make submissions.

As the landlords did not attend the hearing, service of the tenant’s application and the notice of hearing was considered. The tenant testified that he personally served two packages, one addressed to the building owner and one addressed to its manager/the landlord’s agent, and each containing the application, notice of hearing, and supporting evidence. He did so on March 15, 2017 by personally handing the packages to the manager/agent at the rental unit office. Based on the tenant’s affirmed testimony I find the landlords were sufficiently served in accordance with s. 89 of the Act.

At the outset of the hearing the tenant advised that he vacated the unit on or about March 25, 2017 as a result of ongoing issues with bedbugs. As a result, he withdrew his application to cancel the 10 Day Notice.

### **Issue**

Is the tenant entitled to compensation for damage or loss under the Act, regulation, or tenancy agreement?

### **Background and Evidence**

The tenant testified that he was served with the 10 Day Notice on March 10, 2017, and that he filed his application on March 14, 2017. He further testified that bedbugs had been an ongoing issue in his unit and the building for many months. He cancelled the direct deposit of his rent in or around February of this year, when they became severely problematic and it appeared that the landlords were unwilling to deal with them.

The tenant moved into this building, a former hotel converted into monthly rentals, in or about December of 2015, at which point he was living in unit #43. He lived there without complaint until approximately August of 2016, when he moved into another unit, with a monthly rent of \$650.00.

Soon after he moved into the new unit he began suffering bedbug bites. He advised management. He tried various measures to get rid of the bedbugs, including replacing his bed and his couch, laundering his clothing, comforter and pillow daily, and steam cleaning his empty unit on a daily basis for a week. Management did not address the problem. In December of 2016 or January of 2017 management changed, and he was advised that he would be charged for any cost associated with the treatment of bedbugs.

The tenant further testified that eventually pest control inspected the building. It was discovered that there were bedbugs in other units and in the office. A manager refused to move in because of the infestation. A pest control professional told the tenant over the phone that the pest control company would not treat the bedbugs because the owner had not yet paid for the initial inspection. The tenant considered having pest control fumigate his unit only, but decided against incurring that cost and risking another infestation from untreated neighboring units and simply left.

The tenant threw out the double bed (\$275.00) and couch (\$100.00) that he moved into the unit with. He purchased a single bed (\$100.00) and another couch (\$75.00) as replacements. He was later required to throw these replacements out as well. The tenant also claims for the cost of discarded bedding (\$100.00), a sleeping bag (\$200.00), an air mattress (\$50.00), clothing (\$50.00) and bug spray (\$50.00). These amounts total \$990.00. The tenant's application seeks reimbursement in the amount of \$1,250.00 but the tenant did not give evidence as to any other claims.

### **Analysis**

Sections 7 and 67 of the Act establish that a landlord who does not comply with the Act, Regulation or tenancy agreement must compensate a tenant for damage or loss that results from that failure to comply. Section 32 of the Act requires that a landlord provide and maintain rental properties such that they comply with health, safety, and housing standards required by law.

Based on the undisputed evidence, I find that there were bedbugs in the second unit occupied by the tenant when he moved into it. I further find that the landlords were made aware of this issue and failed to address it in a timely way. I am satisfied that the tenant mitigated to the best of his ability as required by s. 7(2) by washing all of his bedding and clothing daily, vacuuming daily, steam cleaning, using bug spray, and discarding affected furniture at his own expense.

The tenant provided undisputed evidence of a loss of \$990.00. I therefore find the tenant is entitled to an order in that amount. The landlords must be served with this order as soon as possible. Should the landlords fail to comply with the order, it may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

### **Conclusion**

The tenant's application is successful. I issue a monetary order against the landlords for **\$990.00**.

This decision is final and binding on the parties, unless otherwise provided under the Act, and is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the Act.

Dated: April 18, 2017

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Residential Tenancy Branch