



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding PINNACLE INTERNATIONAL REALTY GROUP II INC.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes:

MNSD, MNR

Introduction:

This hearing was convened in response to an Application for Dispute Resolution filed by the Tenant in which the Tenant applied for a monetary Order for money owed or compensation for damage or loss and to recover the cost of emergency repairs.

The Tenant provided evidence through his interpreter throughout this hearing.

The Tenant stated that on November 02, 2016 or November 03, 2016 the Application for Dispute Resolution, the Notice of Hearing, and evidence the Tenant submitted with the Application were sent to the Landlord, via registered mail. The Agent for the Landlord acknowledged receipt of the evidence and it was accepted as evidence for these proceedings.

On April 19, 2017 the Landlord submitted 37 pages of evidence to the Residential Tenancy Branch. The Agent for the Landlord stated that this evidence was served to the Tenant, via registered mail, on April 19, 2017. The Tenant acknowledged receiving this evidence and it was accepted as evidence for these proceedings.

The parties were given the opportunity to present relevant oral evidence, to ask relevant questions, and to make relevant submissions and they were advised of their legal obligation to speak the truth during these proceedings.

Preliminary Matter

During the hearing the Tenant stated that he did not intend to apply to recover the cost of emergency repairs made to the rental unit by the Tenant. I therefore will not be considering his application to recover the cost of emergency repairs.

Issue(s) to be Decided:

Is the Tenant entitled to compensation for a bedbug infestation?

Background and Evidence:

The Landlord and the Tenant agree that this tenancy began on November 09, 2015 and that it ended on January 31, 2016.

The Tenant is seeking compensation for personal property that was damaged as a result of a bedbug infestation and compensation of \$3,800.00 for the inconvenience and stress associated to that infestation, which includes being bitten by bedbugs.

The Tenant contends that he is entitled to compensation because the Landlord rented the rental unit to the Tenant when the Landlord “knew that it was infested with bedbugs”.

In support of his claim the Tenant stated that he and his family were interviewed in regards to a bedbug infestation in the unit and that a former occupant of the rental unit, who was also interviewed, reported a bedbug infestation in the unit.

The Tenant stated that his family first noticed evidence of bedbugs on November 19, 2015. He stated that he did not realize there was a bedbug infestation until he went to a medical practitioner. He stated that he verbally reported the infestation to an agent for the Landlord on November 27, 2015 or November 28, 2015.

The Agent for the Landlord stated that the Tenant first reported a problem with bedbugs to a former agent for the Landlord sometime in early December of 2015, although he has no record of the date of that report.

The Agent for the Landlord stated that after receiving a report of bedbugs the Landlord had the unit treated by a professional pest control company on December 07, 2015; December 14, 2015; December 29, 2015; and January 05, 2016. Service inspection reports from a pest control company were submitted that corroborate this testimony.

The Agent for the Landlord stated that the rental unit was inspected on December 21, 2015 and bedbug activity was detected. A service inspection report from a pest control company was submitted that corroborates this testimony.

The Agent for the Landlord stated that the rental unit was inspected on January 15, 2016 and bedbug activity was not detected in this rental unit. A service inspection report from a pest control company was submitted that corroborates this testimony.

The Tenant agrees that a pest control company came to the rental unit approximately six times after the infestation was reported by the Tenant.

The Tenant submitted a video link of the interview a well-known television station conducted with the Tenant and his family. The Agent for the Landlord does not dispute that the Tenant is the interviewee on the video link.

The Tenant submitted a video link of a second interview the same television station conducted with a third party the Tenant stated was a former occupant of the rental unit. The Agent for the Landlord stated that neither he nor the Manager know whether the second interviewee was a former occupant of the rental unit.

In the second interview the interviewee reports being a former occupant of the rental unit and that they also experienced a bedbug infestation in the unit which was first detected on July 18, 2015. This interviewee contends that other occupants of the residential complex also reported problems with bedbugs.

The Tenant stated that after this tenancy began he learned that this building was registered as having had a problem with bedbugs, although he could not state who has compiled this list. I presume the Tenant was referring to the Online Bedbug Registry that is referred to in the online news report that accompanied the video link of the interview with the Tenant. Using the internet link provided in the report, I discovered that there was one report of a bedbug infestation in this complex on August 02, 2015.

The Agent for the Landlord stated that he was not an employee of the Landlord when this tenancy began so he does not know if there were problems with bedbugs in this rental unit prior to the start of the tenancy and he cannot dispute that there were problems with bedbugs in the unit or the residential complex prior to the start of this tenancy.

The Agent for the Landlord stated that the rental unit was inspected on October 05, 2015 and on November 09, 2015 and that no bedbug activity was detected in this rental unit. A service inspection report from a pest control company was submitted that corroborates this testimony. He stated that on the basis of these reports the Landlord was satisfied that the rental unit did not have bedbugs when this tenancy began.

The Tenant stated that a pest control company did not come to the rental unit after he moved into the unit at around noon on November 09, 2015. The pest control report indicates the unit was inspected at 7:53 a.m. on November 09, 2015.

The Tenant argued that there must be a problem with the pest control company that completed the aforementioned inspection reports, as there were clearly bedbugs in the rental unit.

The Tenant stated that he recently moved to Canada; that all of the furniture was new when it was moved into the rental unit; and that all of the family's clothing was purchased new in Turkey before the family moved to Canada. He stated that the clothing and furniture has been discarded as a result of the infestation.

The Landlord submitted a letter from the pest control company, dated April 11, 2017, in which the author of the report offered the following "professional opinions":

- it would be reasonable for a prudent landlord to rely on a pest control company report that indicates no live activity was found in an empty rental unit;
- in their experience the landlord was prudent in ordering the treatment, and “exhaustive treatments and inspections were conducted”;
- in their “past experience and professional opinion” there is a possibility that the tenants brought the bedbugs with their belongings;
- they would never recommend furniture be discarded unless it was “extremely infested”; and
- in their “experience and industry standard” clothes never have to be discarded because bedbugs are “not interested in clothes”.

The Tenant submitted three letters from medical practitioners that were written in January of 2017, which corroborate the Tenant’s testimony that he and his family were bitten by bedbugs. The Landlord argues that these medical practitioners did not inspect the rental unit so any suggestion that the unit was infested is speculative.

The Tenant submitted digital images and video recordings of bedbugs that the Tenant stated were taken at various times after the bedbugs were detected.

Analysis:

Section 67 of the *Residential Tenancy Act (Act)* authorizes me to grant compensation to a tenant if the tenant experiences a loss as a result of a landlord failing to comply with the *Act*.

Section 32(1) of the *Act* obligates a landlord to 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, makes it suitable for occupation by a tenant. In my view, this requires a landlord to take reasonable steps to ensure a rental unit is free of bedbugs at the start of a tenancy and to take reasonable steps to treat a unit for bedbugs once that problem is reported.

There is a general legal principle that places the burden of proving that a loss has been suffered on the person who is claiming compensation for that loss. In these circumstances the burden of proving the Tenant suffered a loss because the Landlord rented a rental unit to him which had bedbugs.

On the basis of the interview with the individual who stated that when he was a tenant in this rental unit prior to the start of this tenancy, I am satisfied that there were bedbugs in the rental unit in July of 2015. In reaching this conclusion I note that the Landlord did not contest the allegations made by the interviewee.

I find that the information provided by the aforementioned interviewee is consistent with the Online Bedbug Registry that there was one report of a bedbug infestation in this

complex on August 02, 2015, although it is quite possible the infestation experienced by the interview is related to the infestation referred to in the registry.

Regardless of whether or not there was an infestation in the rental unit prior to the start of this tenancy, I find that the Tenant has submitted insufficient evidence to show that the Landlord did not take reasonable efforts to provide the Tenant with a rental unit that is free of bedbugs when this tenancy began. In reaching this conclusion I was heavily influenced by the service inspections report that show when this rental unit was inspected by a pest control company on October 05, 2015 and on November 09, 2015, no bedbug activity was detected in this rental unit.

On the basis of the reports that there was no bedbug activity in the unit on October 05, 2015 and on November 09, 2015, I find that it was entirely reasonable for the Landlord to assume the rental unit was suitable for occupation on November 09, 2015 and to re-rent the unit. I can think of no other method for a landlord to reasonably conclude that a rental unit is free of bedbugs.

In adjudicating this matter I placed no weight on the Tenant's testimony that a pest control company did not come to the rental unit after he moved into the unit at around noon on November 09, 2015, as the report clearly shows the unit was inspected at 7:53 a.m. on November 09, 2015.

On the basis of the undisputed evidence I find that there was a bedbug infestation in the rental unit after this tenancy began, which was first detected by the Tenant on November 19, 2015. I find that this does not, however, establish that the bedbugs were present at the start of the tenancy, as the Tenant contends.

Through my experience with the Residential Tenancy Branch I am fully aware that bedbugs are a pervasive problem in British Columbia and that they can easily be introduced be brought into a home on luggage, furniture, and clothing. Although the Tenant stated that all of the furniture in the unit was new at the start of the tenancy, he acknowledges that much of the family's clothing was purchased in Turkey. I therefore find it entirely possible that the family's clothing and/or other personal items came into contact with bedbugs while being transported from Turkey to the rental unit.

In adjudicating this matter I placed no weight on the Tenant's submission that the pest control company was not qualified to treat or inspect the rental unit. I find that the Tenant submitted no evidence to corroborate his submission that the company was not qualified. I also find that his speculation that the inspection must have been flawed because there were bedbugs present prior to the start of the tenancy disregards the possibility that the bedbugs were introduced into the unit after the tenancy began.

I find that the Landlord acted reasonably to the Tenant's report of bedbugs, as the Landlord either treated or inspected the rental unit for bedbugs at least 6 times in December of 2015 and January of 2016. I find this to be a diligent and reasonable response to the report of bedbugs.

If I accepted the Agent for the Landlord's testimony that the Tenant first reported a problem with bedbugs to the Landlord sometime in early December of 2015, I would find that the Landlord responded to that report in a reasonably timely manner by arranging to have the unit treated on December 07, 2015.

If I accepted the Tenant's testimony that the bedbugs were first reported to an agent for the Landlord on November 27, 2015 or November 28, 2015, I would find that there was an undue delay in responding to the report, given that the first treatment did not occur until December 07, 2015. Regardless of whether there was a delay of over a week, however, I cannot conclude that the delay significantly impacted the impact of the bedbugs. As the bedbugs were present in the unit for at least 8 days before they were reported to the Landlord, I find it unlikely that a more timely response would have had a significant impact on the efficacy of the treatment.

As the Tenant has failed to meet the burden of proving that the Landlord did not take reasonable steps to ensure the rental unit is free of bedbugs at the start of a tenancy and the Landlord did not take reasonable steps to treat the unit for bedbugs once they were reported to the Landlord by the Tenant. I find that the Tenant has failed to establish that the Landlord breached his duty of care. As the Tenant has failed to establish that the Landlord breached his duty of care, I find that the Landlord is not obligated to compensate the Tenant for losses associated to the infestation.

Conclusion:

The Tenant's application for compensation is dismissed, 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: May 08, 2017

Residential Tenancy Branch