Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding STRATTON VENTURES LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNDC

Introduction

The tenant applies to recover damages for the value of property removed by the landlord, for loss of income and for physical injury caused by an infestation of bed bugs in her apartment.

The landlord did not attend the hearing within 50 minutes after its scheduled start time. The tenant shows that the application and notice of hearing was sent to the landlord by registered mail (tracking number on cover page of this decision) to an address in another city. The written tenancy agreement shows the landlord to the respondent limited company and another; Ms. S. St.G. The tenancy agreement states that the landlord's "ADDRESS FOR SERVICE" is the apartment in which Ms. S. St.G. was occupying in the same building as the dispute address.

The tenant did not send the registered mail to that address. Rather, she determined the limited companies address from the internet and sent it there. Canada Post records show the mail was delivered and signed for by someone on behalf of the limited company on April 3, 2017.

The tenant produced a letter sent to her by the limited company prior to her application which gives as the company's address the address the tenant used for the registered mail.

Section 89 of the *Residential Tenancy Act* (the "*Act*") requires that an application of this nature be served by sending a copy by registered mail to the address at which the person carries on business as a landlord. The landlord has given the registered mail address as its address and I find that it is the address at which the landlord is carrying on business. I find that the landlord has been duly served.

Issue(s) to be Decided

Does the uncontradicted evidence of the tenant show that the landlord is liable for her loss and, if so, what is appropriate compensation?

Background and Evidence

The rental unit is a two bedroom apartment in an eleven unit apartment building.

The tenant moved into the apartment in 2013. At that time she had a different landlord.

In April 2016 a written tenancy agreement was made with the respondent and Ms. S. St.G. as landlords and the tenant.

The tenant vacated the apartment in October 2016. At that time her monthly rent was $600.00.

The tenant testifies that in October 2015 she developed a case of hives. She says she that around Christmas time of that year she had Ms. St.G. come to her apartment to look for bedbugs but Ms. S. St.G. said there were none. Ms. St.G. attended again for the same purpose in March 2016 and again told the tenant there were none.

Throughout this time the tenant was suffering from hives to a degree that her part time employer asked her not to attend for work as her eyes were swollen shut and she had a rash.

On May 3, 2016, the tenant found a bug in her suite. She put it in a jar and showed it to the landlord Ms. St.G. Ms. St.G. determined that it was a bed bug.

Things happened quickly after that. A cleaning crew attended and cleaned the apartment. A fumigator attended and “sprayed.” The tenant was directed to stay elsewhere while the fumigation occurred. The tenant says that without her consent the landlords discarded her sofa, a recliner chair, a queen-size box spring and mattress, a “memory foam, her vacuum cleaner, an area rug, her bedding, plastic bags containing her winter clothes and about 50 books; mostly cookbooks.

The tenant testifies that her hives stopped immediately after May 3. She says that between October 2015 and May 2015 she spent $1000.00 on medications for her hives.

She says that her rental unit had been previously occupied by a prior building manager and that he had bed bugs. She says it was well known that this apartment had bed bugs.

Analysis

This decision is based on the undisputed evidence presented by the tenant.

It is a landlord's responsibility to 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 (the *Act*, s. 31).

Though some local government bylaws (Vancouver's in particular) make it a landlord's obligation to treat for bed bugs, there is no evidence of such a bylaw in this case for this location. The *Act* does not address the issue. The general law is not clear that a landlord must initiate eradication measures when a tenant reports bed bugs, though it may be in a landlord's best interests to do so to ensure the general quality and reputation of its apartment building.

In my view whether or not the landlord was under a legal obligation to treat the tenant's rental unit for bed bugs, in this case the landlord proceeded to do so. In my view Ms. St.G.'s viewing of the rental unit in 2015 and again in March 2016 were not events that should have triggered action. It was not claimed that she was an expert in pest detection and the tenant had not shown her any actual bugs at that point.

I disregard the tenant's assertion that the prior tenant had bed bugs. She resided in the rental unit from 2013 until late 2015 without apparent problem and so it is not reasonable to suggest that the tenant who left in 2013 introduced the bed bugs.

I must therefore dismiss the portion of the tenant's claim that deals with the physical discomfort she suffered, the cost of medication and the loss of income she incurred prior to May 3, 2016 when the landlord took action. Those losses were not the result of the landlord's failure to comply with the law or the tenancy agreement.

The landlord's actions after May 3 are in a different category. The tenant's uncontradicted evidence is that the landlord disposed of her belongings without her knowledge or consent. In the face of such an allegation it is incumbent on a landlord to

show that that action was required or necessary. This landlord, by not attending the hearing, has failed to do so.

I find that the landlord is responsible for the value of the tenant's goods it disposed of.

The tenant has filed material claiming a money amount for each article. At hearing she claimed higher amounts for some. I consider it appropriate to only award the lower amount in each case, because that is the amount claimed in the material that has been delivered on the landlord. I award her $800.00 for her sofa, $380.00 for the lazy-boy recliner, $100.00 for her memory foam, $85.00 for her vacuum, $100.00 for the area rug and $200.00 for her bedding for at total of $1565.00.

I dismiss the tenant's claims regarding winter clothing and books as they were not listed in the material filed and served on the landlord.

Conclusion

The tenant is entitled to a monetary award of $1565.00

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: August 29, 2017

Residential Tenancy Branch