



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes: CNC MNDC FF

### **Introduction:**

Both parties attended the hearing and gave sworn testimony. The tenant confirmed she was served a One Month Notice to End Tenancy dated August 19, 2017 to be effective September 30, 2017 but she vacated on November 30, 2017 and is not disputing the Notice. The landlord confirmed they received the tenant's Application for Dispute Resolution by registered mail. I find the landlord is legally served with the Application according to section 89 of the Act. The tenant applies pursuant to the *Residential Tenancy Act* for orders as follows:

a) A monetary order pursuant to Section 67 for compensation for discarded furniture due to an infestation of bedbugs.

### **Issue(s) to be Decided:**

Has the tenant proved on a balance of probabilities that the landlord through act or neglect violated the tenancy agreement or Act and caused damages to them for which they should be compensated? If so, to how much have they shown entitlement?

### **Background and Evidence:**

It is undisputed that the tenancy commenced June 1, 2013, rent is \$1000 a month and a security deposit of \$500 was paid. The tenant said they complained many times about bed bugs since 2013. The landlord would arrange treatment but would give the Notice concerning preparation for treatment very late the night before for the next morning. The tenant worked two jobs and did not have sufficient time to prepare for treatment. Everything got infested with bed bugs and she threw out all their furniture once but the new items got infested again. Her agent pointed to an anonymous comment on the internet concerning the problem with bed bugs in this building. They said they never received the landlord's evidence for the hearing today. The tenant claims \$6000 for cost of furniture that they had to discard and replace due to bug infestation.

The landlord said the property manager handed all the evidence to the male occupant in the unit. The agent for the tenant said that would be the tenant's son but contended the tenant did not receive it. The landlord also said they give sufficient notice to prepare the unit for treatment and pointed to their exhibit 3 in evidence which was notice signed by the tenant on August 10, 2017 to prepare for heat treatment of bed bugs on August 17, 2017. Instructions for preparation were included. They provided a 24 hour reminder on August 16, 2017. On August 17, 2017, the pest control professional refused to treat as preparation had not been done. The landlord said they still had to pay the \$157.50 (including tax) cancellation fee for this (invoice enclosed in evidence).

In evidence, the landlord supplied a time line of events beginning June 1, 2013 in regards to this tenancy. They note the first complaint about bed bugs was on October 3, 2014 and they had the unit treated on October 3, 2014. This was followed by two consecutive visits and spraying in the next month. They note the pest control company advised the tenant about the necessity of cleanliness to prevent further

contamination. They state the tenant confirmed the bed bugs were cleared and he borrowed the manager's vacuum which he kept for months.

No further complaints were made until March 30, 2015 and the landlord contacted the pest control company immediately and the unit was sprayed on March 30, 2015 and had two consecutive visits and spray in the next month.

No further complaints were noted until May 20, 2017 and the unit was sprayed again on that date. Specific instructions for preparation were provided as problems with cleanliness and preparation had been noted on previous treatments. The manager offered his support to ensure this was done. However, the pest control company noted again that preparation was not done by the tenant.

In August 2017, the landlord notes the tenant complained about bed bugs again and they arranged for the more expensive heat treatment. They gave a Notice of Heat Treatment Preparation on August 10, 2017 for treatment on August 17, 2017 and the tenant signed for receipt of it (in evidence). A further reminder 24 hour notice was given on August 16, 2017. The company arrived on August 17, 2017 but had to cancel the heat treatment because preparation had not been done by the tenant. On August 19, 2017, the landlord gave a One Month Notice to End Tenancy to the tenant because he was seriously jeopardizing the health or safety of other tenants by not preparing so the bug infestation could be controlled and not spread.

The landlord supplied copies of Notices, invoices and treatment details from companies over the years to support their timeline of events. The tenant provided some photographs of bugs and anonymous comments from the internet. On the basis of the documentary and solemnly sworn evidence, a decision has been reached.

### **Analysis**

Awards for compensation are provided in sections 7 and 67 of the *Act*. Accordingly, an applicant must prove the following:

1. That the other party violated the *Act*, regulations, or tenancy agreement;
2. That the violation caused the party making the application to incur damages or loss as a result of the violation;
3. The value of the loss; and,
4. That the party making the application did whatever was reasonable to minimize the damage or loss.

S. 7(1): If a landlord or tenant does not comply with this Act, the regulations or their tenancy agreement, the non-complying landlord or tenant must compensate the other for damage or loss that results.

(2) A landlord or tenant who claims compensation for damage or loss that results from the other's non compliance with this Act, the regulations or their tenancy agreement must do whatever is reasonable to minimize the damage or loss.

Section 32 of the Act requires the landlord to maintain the property to comply with health, safety and housing standards required by law. I find insufficient evidence that the landlord did not comply with the Act or tenancy agreement. I find the weight of the evidence is that the landlord acted diligently to control the bed bugs in the tenant's unit every time the tenant complained. I find the tenant did not make

reasonable efforts to minimize any loss as the pest control companies noted over the years that the tenant did not properly prepare the unit for treatment. This would decrease the effectiveness of treatment as they noted at the time.

I find the weight of the evidence is that the landlord did not through act or neglect violate the Act or tenancy agreement. I find anonymous complaints posted on the internet about the building are not persuasive evidence. Therefore I find the landlord not responsible to compensate the tenant for any losses they suffered. I dismiss the application of the tenant. I find the tenant has not shown that the landlord was negligent or that the landlord's negligence or non-compliance with the Act resulted in a loss

**Conclusion:**

I dismiss the application of the tenant in its entirety without leave to reapply. I find the tenant not entitled to recover filing fees due to lack of success.

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: December 12, 2017

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Residential Tenancy Branch