



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding SHELBY HOLDINGS
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes FF OLC

Introduction

This hearing was convened in response to an application by the tenants pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

- an Order directing the landlord to comply with the *Act* pursuant to section 62 of the *Act*;
- a Monetary Award for emergency repairs and for money owed for loss under the tenancy agreement pursuant to section 67 of the *Act*;
- a return of the Filing Fee pursuant to section 72 of the *Act*.

Only tenant L.C. attended the hearing. L.C. (the “tenant”) confirmed that she had full authority to speak on behalf of tenant T.F. The tenant was provided a full opportunity to be heard, to present testimony, to make submissions and present evidence.

The tenant explained that the tenants’ application for dispute resolution and evidentiary package were personally given to the building manager on October 20, 2017. Pursuant to sections 88, 89 & 90 of the *Act* the landlord is found to have been deemed served under the *Act* on October 20, 2017.

Issue(s) to be Decided

Are the tenants entitled to a monetary award?

Should the landlord be directed to comply with the *Act*?

Can the tenants recover the filing fee?

Background and Evidence

Undisputed testimony was presented by the tenant that this tenancy began in February 2016. Rent was \$1,400.00 and a security deposit of \$700.00 collected at the outset of the tenancy, continues to be held by the landlord.

The tenant explained she was seeking a monetary award of \$682.50 for the expenses she incurred as a result of having to hire a pest control company to address severe bed bug issues which were present in the rental unit. As part of her evidentiary package, the tenant supplied numerous emails she wrote to the landlord urging that the bedbug issue be addressed.

During the hearing, the tenant said that despite several emails, no action was taken by the landlord, and that the tenants were forced themselves to hire a pest control company to address the infestation. The tenant noted that the only relief offered by the landlord regarding this infestation was an unworkable solution involving a device purchased from a television infomercial.

Analysis

Section 32(1) and (2) of the *Act* outlines the following obligations of the landlord and the tenant to repair and maintain a rental property:

32 (1) *A landlord must 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.

I have considered the written and undisputed oral submissions of the tenants, and accept that the tenants were extremely inconvenienced by a bed bug infestation. I find that the tenants did provide sufficient evidence to establish that the landlord failed to fulfill their obligations as required by section 32(1) of the *Act* as stated above. The tenants testified that they had notified the landlord of the bed bug problem on several occasions, and the landlord acknowledged there to be an issue. I find no evidence was presented by the landlord, questioning that a bed bug infestation occurred.

The landlord therefore had a responsibility to deal with these complaints in a professional and expedient manner. I find that the landlord failed to do this, and offered only a half-hearted solution. I find that the landlord has failed to fulfil their obligation under section 32 of the *Act* and that the tenants suffered a loss as a result of this.

Section 67 of the *Act* establishes that if damage or loss results from a tenancy, an Arbitrator may determine the amount of that damage or loss and order that party to pay compensation to the other party. In order to claim for damage or loss under the *Act*, the party claiming the damage or loss bears the burden of proof. The claimant must prove the existence of the damage/loss, and that it stemmed directly from a violation of the agreement or a contravention of the *Act* on the part of the other party. Once that has been established, the claimant must then provide evidence that can verify the actual monetary amount of the loss or damage. In this case, the onus was on the tenants to prove their entitlement to a monetary award.

The tenant presented an account from the pest control company she hired to address the bed bug issue. The account, which she paid was for \$682.50.

I find that the tenants have satisfied the requirements of section 67, and have shown that a loss of \$682.50 was suffered because of the landlord's inaction toward a reported bed bug infestation. I award the tenants the entire amount sought in satisfaction for the loss they suffered as a result of professional pest control personnel attending the rental unit.

The landlord is ordered to comply with section 32 of the *Act*. Future inaction related to this matter could result in further monetary awards being ordered against them.

As the tenants were successful in their application, they may recover the \$100.00 filing fee from the landlord.

Conclusion

The landlord is ordered to comply with section 32 of the *Act*.

I issue a Monetary Order of \$782.50 in favour of the tenants as follows:

Item	Amount
Recovery of Pest Control Invoice	\$682.50

Recovery of Filing Fee	100.00
Total =	\$782.50

The tenants are provided with a Monetary Order in the above terms and the landlord must be served with this Order as soon as possible. Should the landlord fail to comply with this Order, this Order may be filed in the Small Claims Division of the Provincial Court and enforced as an Order of that Court.

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: January 10, 2018

Residential Tenancy Branch