



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      ERP, OLC, MNRT, MNSD

### Introduction

This hearing dealt with an Application for Dispute Resolution (the “Application”) that was filed by the Tenant under the *Residential Tenancy Act* (the “Act”), seeking an order for the Landlord to complete emergency repairs, an order for the Landlord to comply with the Act, regulation, or tenancy agreement, a Monetary Order for the cost of emergency repairs paid for by the Tenant, and other money owed or loss under the Act, regulation, or tenancy agreement, and recovery of the filing fee.

The hearing was convened by telephone conference call and was attended by the Tenant and two agents for the Landlord (the “Agents”), all of whom provided affirmed testimony. The parties were provided the opportunity to present their evidence orally and in written and documentary form, and to make submissions at the hearing. Neither party raised any concerns regarding the service of documentary evidence.

I have reviewed all evidence and testimony before me that was accepted for consideration in this matter in accordance with the Residential Tenancy Branch Rules of Procedure (the “Rules of Procedure”); however, I refer only to the relevant facts and issues in this decision.

At the request of the parties, copies of the decision and any orders issued in their favor will be e-mailed to them at the e-mail addresses provided in the hearing.

### Preliminary matters

In the Application the Tenant sought multiple remedies under multiple sections of the Act. As a result, I asked the Tenant to clarify what each claim related to at the outset of the hearing. The Tenant testified that the order for the Landlord to complete emergency repairs and both Monetary Orders relate to the Landlord’s failure to act reasonably in dealing with a bed bug issue in her rental unit. The Tenant stated that the request for an Order for the Landlord to comply with the Act, regulation, or tenancy agreement relates

to both the Landlord's responsibility to deal with bed bug issue in her rental unit as well as the general cleanliness of the complex.

Section 2.3 of the Rules of Procedure states that claims made in an Application must be related to each other and that arbitrators may use their discretion to dismiss unrelated claims with or without leave to reapply. As the majority of the claims pertain to bed bugs in the rental unit, I find that those are the priority claims. As a result, I exercise my discretion to dismiss the Tenants claim for an order for the Landlord to comply with the *Act*, regulation, or tenancy agreement with regards to general cleanliness of the complex with leave to reapply.

#### Issue(s) to be Decided

Is the Tenant entitled to an order for the Landlord to complete emergency repairs?

Is the Tenant entitled to a Monetary Order for emergency repairs completed and paid for by her, money owed, or loss under the *Act*, regulation, or tenancy agreement?

Is the Tenant entitled to the recovery of the \$100.00 filing fee?

#### Background and Evidence

The Tenant testified that on April 14, 2018, she discovered bed bugs in the rental unit and immediately informed one of the Agents by text. The Tenant stated that despite immediately advising the Agent of the bed bug problem, the Landlord blamed her for the bed bugs and refused to take any action. As a result, she sought an order for the Landlord to complete emergency repairs by way of inspecting and treating for bed bugs in her rental unit. In support of her testimony, the Tenant submitted text messages between herself and one of the Agents regarding the bed bug issue.

The Agents acknowledged receiving the Tenant's text on April 14, 2018, and admitted that they did not immediately take action. However, the Agents stated that as they have previously treated the Tenant's rental unit for bed bugs they believed that she was responsible for treating them. In any event, the parties both agreed that after the date of the Tenant's Application and prior to the date of the hearing, hearing the Landlord had a pest control company inspect the rental unit. They also agreed that a subsequent appointment has been scheduled for treatment.

The Tenant also sought \$895.48 in monetary compensation for products she states were purchased to deal with the bed bug infestation as a result of the Landlord's failure deal with it in a timely manner. Specifically the Tenant sought reimbursement for the cost of DTE powder, essential oils, mattress and pillow covers, a steamer, laundry, air tight bags, and medical grade alcohol. The Tenant also sought the cost of registered mail sent to the Agents in relation to her Application.

The Agents denied that the Landlord is responsible for the above noted costs incurred by the Tenant as they believe the Tenant is ultimately responsible for the bed bug problem in her rental unit. In support of this testimony the Agents stated that they have spoken to the Tenant's neighbours, none of whom have any bed bugs in their units, and pointed to photographs taken during a recent inspection which they state show that the Tenant is not keeping the rental unit clean. In response the Tenant stated that the photographs were taken after she and her roommates gathered and bagged their belongings due to the bed bug infestation and as a result, the untidiness of the unit is related to the bed bug problem, not a general lack of cleanliness.

### Analysis

The Tenant sought an order for the Landlord to complete emergency repairs by way of hiring a pest control company to treat her rental unit for bed bugs. Section 33 of the *Act* states the following with regards to what constitutes an emergency repair:

### **Emergency repairs**

- 33(1)** In this section, "**emergency repairs**" means repairs that are
- (a) urgent,
  - (b) necessary for the health or safety of anyone or for the preservation or use of residential property, and
  - (c) made for the purpose of repairing
    - (i) major leaks in pipes or the roof,
    - (ii) damaged or blocked water or sewer pipes or plumbing fixtures,
    - (iii) the primary heating system,
    - (iv) damaged or defective locks that give access to a rental unit,
    - (v) the electrical systems, or

(vi) in prescribed circumstances, a rental unit or residential property.

While I acknowledge that bed bugs are inconvenient and may pose a risk to the health of Tenant, I am not satisfied that the treatment of bed bugs constitutes an emergency repair under sections 33(1)(a) or 33(1)(c) of the *Act*. In any event, the parties agreed in the hearing that the Landlord has now taken action to determine if bed bugs are present and to treat any bed bug infestation that may exist in the Tenants rental unit. As a result, I dismiss the Tenant's Application seeking an order for the Landlord to complete emergency repairs without leave to reapply.

Having made the above finding, I will now turn my mind to the Tenant's claim for monetary compensation for the cost of DTE powder, essential oils, mattress and pillow covers, a steamer, laundry, air tight bags, and medical supplies. Rule 6.6 of the Residential Tenancy Branch Rules of Procedure (the "Rules of Procedure") states that the standard of proof in a dispute resolution hearing is on a balance of probabilities and that the onus to prove their case is on the person making the claim.

Residential Tenancy Policy Guideline (the "Policy Guideline") #16 outlines the criteria for awarding compensation for damage or loss under the *Act*. Specifically Policy Guideline #16 states that in order to determine whether compensation is due, the arbitrator may determine whether:

- a party to the tenancy agreement has failed to comply with the *Act*, regulation or tenancy agreement;
- loss or damage has resulted from this non-compliance;
- the party who suffered the damage or loss can prove the amount of or value of the damage or loss; and
- the party who suffered the damage or loss has acted reasonably to minimize that damage or loss.

Although the Tenant sought compensation for DTE powder, which she states is a bug repellant, she did not submit any receipts for the purchase of this powder or information about the product and its use. The Tenant sought compensation for the purchase of essential oils, medical grade alcohol and a hand-held steamer, however, she did not provide any documentary or other evidence to corroborate her testimony that these items could in fact repel or treat bed bugs. She also sought \$200.00 for the cost of laundry, but did not submit any documentary evidence of these costs. Further to this, while the Tenant sought \$80.00 for the cost of air tight bags, one receipt is mostly illegible with a total cost of only \$7.00 and the other shows the purchase of only two

storage bags at \$1.25 each. Based on the above, I find that the Tenant has failed to satisfy me, on a balance of probabilities, that she has suffered a loss of the amounts claimed or that these claims are in fact related to the treatment of bed bugs. As a result, I dismiss the Tenant's monetary claims for reimbursement of the cost of laundry, bags, DTE powder, essential oils, medical grade alcohol and a hand-held steamer without leave to reapply.

Although the Tenant sought \$12.29 in registered mail fees for the cost of serving documentation related to this hearing on the respondent, the *Act* provides for several acceptable free methods of service. Further to this, the Tenant acknowledged in the hearing that she served several document packages on the Agents personally in relation to this hearing. As a result, I find no reason that the Tenant was required by the *Act* to send documents by registered mail and I therefore dismiss the Tenant's claim for this cost without leave to reapply.

Lastly the Tenant sought \$225.44 for the cost of mattress and pillow covers which she stated were purchased to prevent the spread of bed bugs. However, the receipts provided by the Tenant for these items are from a large chain retail store and do not indicate that the products purchased are for the purpose of preventing or treating bed bugs. As a result, the Tenant has failed to satisfy me, on a balance of probabilities that the covers purchased for the beds and pillows are manufactured for this purpose and not simply standard covers for general household or allergy use. Further to this, both parties blamed each other for the bed bug infestation. While section 32 of the *Act* states that a landlord must provide and maintain the residential property in a state of decoration and repair that complies with the health, safety and housing standards required by law, it also states that a tenant must maintain reasonable health, cleanliness and sanitary standards throughout the rental unit. As a result, I find both parties bear some obligation to deal with the bed bug issue, which the Landlord has already done by hiring a company to assess and treat the rental unit. Based on above, I therefore dismiss the Tenant's claim for the cost of pillow and mattress covers without leave to reapply.

Although the Tenant was largely unsuccessful in her Application and the issue of bed bug treatment has been resolved, it appears to me that the Landlord failed to take reasonable action with regards to the Tenant's complaints until after she filed a claim with the Residential Tenancy Branch seeking an order for the Landlord to deal with the bed bug issue. As a result, I find that the Tenant is entitled to \$50.00 in recovery of half of the filing fee, which she is entitled to deduct from the next month's rent or otherwise recover from the Landlord by way of the attached Monetary Order.

### Conclusion

The Tenant's Application seeking an order for the Landlord to complete emergency repairs, an order for the Landlord to comply with the *Act*, regulation, or tenancy agreement, a Monetary Order for the cost of emergency repairs paid for by the Tenant, and other money owed or loss under the *Act*, regulation, or tenancy agreement is dismissed without leave to reapply.

Pursuant to section 67 of the *Act*, I grant the Tenant a Monetary Order in the amount of \$50.00. The Tenant is provided with this 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. The Tenant is also entitled to deduct this amount from the next month's rent in lieu of enforcing this Monetary Order.

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: June 11, 2018

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Residential Tenancy Branch