



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

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

## **DECISION**

Dispute Codes      ERP FFT MNDCT OLC RR

### Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* (the Act) for:

- An order for emergency repairs pursuant to section 33;
- Authorization to recover the filing fee from the landlord pursuant to section 72;
- A monetary order for damages and loss pursuant to section 67;
- An order that the landlord comply with the Act, regulations or tenancy agreement pursuant to section 62; and
- Authorization to reduce rent for services or facilities not provided pursuant to section 65.

Both parties appeared at the hearing. The corporate landlord was represented by its agent LL (the "landlord"). The tenant was assisted by their family member.

Both parties were given full opportunity to present evidence and make submissions. The landlord confirmed receipt of the tenant's application and evidence. The landlord said they had not served any evidence of their own. Based on the testimonies I find that the landlord was served in accordance with sections 88 and 89 of the Act.

### Issue(s) to be Decided

Should the landlord be ordered to make emergency repairs?

Is the tenant entitled to recover the filing fee from the landlord?

Is the tenant entitled to a monetary award as claimed?

Should the landlord be ordered to comply with the Act, regulations or tenancy agreement?

Should the tenant be authorized to make deductions from the rent?

### Background and Evidence

While I have turned my mind to all the evidence and the testimony of the parties, not all details of the respective submissions and arguments are reproduced here. The principal aspects of the tenant's claim and my findings around each are set out below.

This tenancy began in July, 2017. The monthly rent is \$1,150.00 payable on the first of each month. The rental unit is a suite in a multi-unit building with 60 total units.

The tenant testified that they noticed bed bugs in the rental suite shortly after the tenancy began. The tenant alerted the landlord who made arrangements for professional pest control to attend and deal with the issue. The tenant testified that the problem abated for a time but there are now more bed bugs in the suite. The tenant seeks a monetary award of \$749.23 for the replacement cost of a couch they say must be disposed and \$1,150.00 for loss of value of the rent.

The landlord testified that they took action against the bed bugs when the tenants alerted them of the issue. The landlord said that the tenants have not informed them since July, 2017 that bed bugs have been an issue.

In the tenant's written evidence there is a copy of text conversations between the parties where the subject of the bed bugs is discussed on July 28, 2017. The subsequent correspondence to the landlord from the tenant is dated October 2, 2018 and informs them of issues with the clothes dryer.

### Analysis

Section 67 of the *Act* allows me to issue a monetary award for loss resulting from a party violating the *Act*, regulations or a tenancy agreement. 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 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. The claimant also has a duty to take reasonable steps to mitigate their loss.

In the matter at hand the parties agree that a bed bug infestation occurred in the rental unit. The parties also gave evidence that the landlord took action by arranging for pest

control services to attend. The tenant seeks a monetary award for the cost of furniture and the loss of value of the rental agreement.

Based on the evidence of the parties I find that the tenant has not shown on a balance of probabilities that the damages and loss suffered are attributable to the landlord. There is no evidence that the bed bugs originated or were caused by the landlord. The landlord is obligated to act quickly and responsibly when informed of the problem and I find the evidence shows that the landlord took reasonable action in a prudent period. I therefore find that the landlord acted in accordance with their obligation under the Act and regulations. I find insufficient evidence that the tenant informed the landlord that the bed bugs were an ongoing issue after July, 2017. I find that the landlord cannot be required to perform repairs or maintenance that they are not informed are required. I find that the tenant has not established grounds to prove that the landlord is liable for the damages or losses which resulted from the bed bug issue in the rental unit. There is no evidence that the bed bugs were caused by the landlord or that the landlord did not act reasonably and prudently at all times in dealing with the issue.

Section 33 of the *Act* describes “emergency repairs” as those repairs that are urgent, necessary for the health or safety of anyone or for the preservation or use of residential property, and made for the purposes of:

- repairing major leaks in pipes or the roof,
- damage or blocked water or sewer pipes or plumbing fixtures
- the primary heating system
- damaged or defective locks that give access to the rental unit
- the electrical systems
- in prescribed circumstances, a rental unit or residential property

I find that a bed bug infestation does not meet the definition of emergency repairs are set out. While there may be some detrimental health effects from bed bugs I find that dealing with them does not entail repairs for any of the purposes outlined in the *Act*.

I find that the tenant has not met their evidentiary burden to show that the landlord has violated any portion of the Act, regulations or tenancy agreement such that a claim for a monetary award is appropriate. I find that the tenant’s various complaints about the tenancy do not individually or cumulatively amount to breach on the landlord’s part. I find that at all relevant times the landlord has met their duty and provided what is

required under the tenancy agreement such that no loss in value of the tenancy has occurred. For the above reasons I dismiss the tenant's application.

As the tenant was unsuccessful in their application they are not entitled to recover the filing fee.

Conclusion

The tenant's application is dismissed in its entirety 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: December 21, 2018

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Residential Tenancy Branch