



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding ADVENT REAL SERVICE BC  
LTD and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MNDCL-S, FFL  
                             MNDCT, FFT

### Introduction

This teleconference hearing was scheduled in response to applications by both parties under the *Residential Tenancy Act* (the “Act”). Both parties applied for monetary compensation and for the recovery of the filing fee paid for each Application for Dispute Resolution.

An agent for the Landlord (the “Landlord”) and both Tenants were present for the duration of the teleconference hearing. The parties confirmed receipt of the Notice of Dispute Resolution Proceeding package and a copy of the other party’s evidence. Neither party brought up any concerns regarding service and therefore I find that both parties were duly served as required.

The parties were affirmed to be truthful in their testimony and were provided with the opportunity to present evidence, make submissions and question the other party.

I have reviewed all oral and written evidence before me that met the requirements of the *Residential Tenancy Branch Rules of Procedure*. However, only the evidence relevant to the issues and findings in this matter are described in this decision.

### Issues to be Decided

Is the Landlord entitled to monetary compensation?

Are the Tenants entitled to monetary compensation?

Should either party be awarded the recovery of the filing fee paid for their Application for Dispute Resolution?

### Background and Evidence

The parties were in agreement as to the tenancy details which were also confirmed by the tenancy agreement that was submitted into evidence. The tenancy began on August 1, 2017. Monthly rent is \$1,800.00 and a security deposit of \$900.00 was paid at the outset of the tenancy.

The Landlord has applied for monetary compensation in the amount of \$514.50. He stated that on January 4, 2018 they were notified as to the presence of bed bugs in the rental unit. The Landlord stated that they contacted a pest control company right away and the company attended the rental unit on January 5, 2018 for the initial inspection and treatment. The invoice from this visit was submitted into evidence and states an amount of \$323.40 which was paid by the owner.

The Landlords testified that should there still be indications of bed bugs after the initial treatment, the pest control company would attend the rental unit again for a second treatment. The Landlord stated that he received an email from the Tenants notifying him that there were still bed bugs in the unit.

The Landlord stated that the pest control company informed him that the Tenants had cleaned up the pesticide from the first treatment and did not let it sit between the first and second treatment as required. The pest control company offered to come back to re-do the initial treatment for a cost of \$85.00, however the Tenants declined this. The pest control company returned to the rental unit on January 15, 2018 for the second treatment. The invoice for this visit was submitted and indicates no charge as the cost of two visits is included in the initial charge.

The Landlord stated that the bed bugs were still present after the second treatment, so the Tenants contacted the strata manager. The strata required that they use the strata's recommended pest control company and that the surrounding units are inspected to determine if there are bed bugs present in other units.

The Landlord stated that five surrounding units were inspected, and bed bugs were only found in the Tenants' unit. The Landlord submitted into evidence a move-out inspection from the previous tenants of the unit and the move-in inspection from the current

Tenants, both of which do not note any concerns with bed bugs. The Landlord also submitted an email from the previous tenant dated May 23, 2018 stating that they never had any issues with bed bugs in the rental unit.

The Landlord stated that the strata's recommended pest control company attended the rental unit, conducted the treatment and resolved the bed bug issue. The Landlord submitted that the reason for the additional visit was due to the Tenants washing off the pesticide from the first treatment and not letting it sit in between treatments as required for the treatment to work.

The Landlord submitted that the second pest control company charged \$131.25 for inspection of the rental unit and surrounding units, which was paid by the owner of the rental unit. The second invoice, for an amount of \$514.50 is the amount that the Landlord is seeking compensation for. The invoice from the pest control company, dated February 14, 2018 was included in the Landlord's evidence package stating a charge of \$514.50.

The Landlord also included a letter from Health Canada dated April 13, 2018 after an inspection of the unit was conducted. The Landlord stated that Health Canada did not note any concerns with the pesticide they tested. The inspection letter notes the presence of certain pesticides, but states that they are not able to conclude whether it was from the pesticide application in question.

The Tenants provided testimony that they notified the Landlord on January 4, 2018 as to the presence of bed bugs in the rental unit. The pest control company hired by the Landlord attended the following day to conduct an inspection and treatment. The Tenants stated that they were told to put all of their clothes through the clothes dryer and then bag the clothes to store for a period of time. They were also told to vacate the rental unit for 4-6 hours during the treatment, which they did.

The Tenants provided testimony that when they returned to the rental unit after the initial treatment application they saw stains from the pesticide as well as debris from the bugs on the floor and walls. They also noted that some of their furniture was upside down and that it took 5-6 hours to clean the rental unit.

The next day, the Tenants woke up with more bites from bed bugs, so they contacted the Landlord as well as the pest control company. They stated that this was the first time they were notified that they were supposed to leave the treatment to sit for up to 11

days before a second treatment was applied. They spoke to the Landlord again and questioned whether the bugs had entered the unit from a neighbouring unit due to their location in lights and other unusual spots in the rental unit.

The Tenants stated they tried to contact the Landlord to notify him that the bed bugs were still present. When they hadn't heard from the Landlord by January 24, 2018 they contacted the strata manager who was surprised to not have been notified by the Landlord regarding the bed bug issue. The Tenants stated that on February 8, 2018 a pest control company hired by the strata manager came to conduct an inspection and treatment. They stated that the technician from this company was shocked at the work completed by the first pest control company and they were advised that the treatment had not been completed properly by the first company.

The Tenants stated that they sent a complaint letter to the property management company. The complaint letter, dated February 16, 2018 was submitted into evidence and outlines the Tenants' concerns. The concerns noted include the Tenants' claims that the Landlord did not respond appropriately to the bed bug issue and also hired a company who did not properly treat the bed bugs. The letter also notes that the second pest control company believes that the Tenants did not bring the bed bugs into the rental unit and that they may have been present at the start of the tenancy. In the letter, the Tenants asked for compensation for lost wages and hydro bills.

The Tenants stated that they received a response to their complaint letter in late May 2018 stating that the property management company would not be providing compensation for the Tenants. The Tenants also submitted the Health Canada inspection report into evidence.

The Tenants have applied for compensation in the amount of \$3,160.76. This includes reimbursement for a hydro bill from November 2017 to January 2018 in the amount of \$391.74 and a hydro bill for the period of January to March 2018 in the amount of \$393.02. The Tenants submitted the bills into evidence and noted a significant increase from their previous bills due to the requirement to put their clothes through a hot cycle of the dryer. The Tenants also noted that they had to run their clothes through the dryer and bag them for each treatment due to the bed bug issue not being resolved after the initial treatment.

The Tenants also applied for lost wages in the amount of \$576.00 which they stated was equivalent to 3 days of work for one of the Tenants. This Tenant stated that she

worked at home and was unable to do so for 3 days due to the bed bugs and ongoing treatment.

Lastly, the Tenants have applied for compensation in the amount of \$1,800.00 which is equivalent to one month of rent. They stated that they slept in the living room during the time the bed bugs were present and lost the enjoyment of the rental unit for the period between January and February 2018 when the bed bug issue was finally resolved.

The Landlord stated that the first pest control company would have advised the Tenants to leave the treatment, just as they advised the Tenants to leave the rental unit for 4-6 hours and to dry and bag their clothing. The Landlord also stated that they acted promptly when responding to the Tenants' concerns regarding bed bugs and that the bed bugs were not present at the beginning of the tenancy and were not found in any of the surrounding units.

### Analysis

The Landlord applied for compensation in the amount of \$514.50 and the Tenants applied for compensation in the amount of \$3,160.76. The parties were not in agreement as to whether the bed bugs were brought into the rental unit by the Tenants or whether they were present at the start of the tenancy and multiplied to a noticeable point by January 2018. However, I find that it would be difficult to determine the exact source of the bed bugs.

The Tenants notified the Landlord on January 4, 2018 and the Landlord responded quickly and had a pest control attend the rental unit the following day. The treatment was not effective, and the Tenants declined to have the initial treatment reapplied.

The Tenants stated that they were not notified of the requirement to leave the pesticide in the rental unit between treatments without cleaning it up. While there is no documentary evidence to confirm whether or not the Tenants were notified of this, I accept the Landlord's testimony that it was likely the Tenants were advised as to the treatment protocol, given that the pest control company provided instructions on leaving the rental unit for 4-6 hours and drying/bagging their clothing.

While the Tenants submitted that they received information from the second pest control company that the first company did a poor job, I do not find documentary evidence to establish this. The Health Canada inspection report was submitted into evidence by

both parties. However, the report does not provide any conclusive results regarding bed bug treatment or use of unregulated pesticides.

As stated in Section 32 of the *Act*, both parties have responsibilities to repair and maintain a rental unit. I find it reasonable that both parties would take some responsibility in responding to the bed bug issue and ensuring that the treatment process is conducted as recommended by professionals. I do not have sufficient evidence to establish that the first pest control company was not properly qualified or did not conduct proper treatment, and therefore do not find that the Landlord should be solely responsible for the cost of the second pest control company. The Landlord stated that they paid for the second inspection but are seeking compensation for the treatment costs.

I find it likely that the second pest control company may not have been needed had the Tenants left the pesticide in the rental unit or agreed to have the initial treatment reapplied for \$85.00, as suggested once it was realized that the first treatment was cleaned up. As stated in Section 32(3) of the *Act*, a tenant is responsible for maintenance or repairs caused by their actions or neglect. As such, I find that the Landlord is entitled to compensation in the amount of \$514.50 for treatment provided by the second pest control company.

The Tenants applied for full reimbursement for hydro costs for the period of November 2017 to March 2018. However, I decline to award the Tenants compensation for hydro bills. A party claiming a loss has the onus to establish the value of their claim. In this matter, I accept that the Tenants had increased hydro bills during the bed bug treatment process. However, I am not satisfied that the Tenants are entitled to five full months of hydro bills and that the Landlord should be responsible for these costs.

The Tenants also applied for a loss of wages for 3 days in the amount of \$576.00. I decline to award this amount as I do not find sufficient evidence to prove this loss or the amount claimed. The Tenants did not submit any employment information that may have determined that the Tenant was unable to work for three days, or evidence that may have established the amount of lost wages.

The final claim of the Tenants is for compensation of one month of rent in the amount of \$1,800.00. The Tenants provided testimony regarding the loss of enjoyment of their rental unit during January and February 2018 due to the presence of bed bugs and the

ongoing treatment that they stated was delayed in part by poor communication from the Landlord.

The Tenants continued to reside in the rental unit and although they were inconvenienced through not being able to sleep in the bedroom for a period of time, they continued to reside in the rental unit. While likely inconvenienced, I am not satisfied that the Tenants lost full use of their rental unit for one month and are therefore entitled to the return of the full rent amount paid. Therefore, I decline to award the Tenants compensation for this claim as I do not find sufficient evidence to establish the loss or value of the loss.

As the Landlord was successful with their Application for Dispute Resolution, pursuant to Section 72 of the *Act*, I award the recovery of the filing fee in the amount of \$100.00. Pursuant to Section 67 of the *Act*, the Landlord is awarded a Monetary Order in the amount of \$614.50. The Tenants' application is dismissed, without leave to reapply.

### Conclusion

The Tenants' Application for Dispute Resolution is dismissed, without leave to reapply.

Pursuant to Sections 67 and 72 of the *Act*, I grant the Landlord a **Monetary Order** in the amount of **\$614.50** for compensation for bed bug treatment and the recovery of the filing fee. The Landlord is provided with this Order in the above terms and the Tenants must be served with **this Order** as soon as possible. Should the Tenants 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 29, 2019

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Residential Tenancy Branch