



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding RAAMCO INTERNATIONAL PROPERTIES CANADIAN
LTD, GATEWAY PROPERTY MANAGEMENT CORPORATION
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes For the tenant: MNDCT, FFT
For the landlord: FFL

Introduction and Procedural Matters

This hearing was re-convened as a result of the cross applications of the parties for dispute resolution under the Residential Tenancy Act (Act).

The tenant applied for a monetary order for money owed or compensation for damage or loss under the Act, the tenancy agreement or the regulation and for recovery of the filing fee paid for this application.

The landlords applied for recovery of the filing fee paid for this application.

The listed parties attended the re-convened telephone conference call hearing.

The hearing was originally convened on August 2, 2019, and adjourned due to evidence issues. A decision was entered on August 2, 2019, which should be read in conjunction with this decision.

The hearing then reconvened on October 1, 2019, and the tenant presented her evidence in full; however, after 66 minutes, the hearing time had expired. The hearing was then adjourned for a second time, in order to allow the landlords to present their responsive oral evidence. A decision was entered on October 2, 2019, which should be read in conjunction with this final decision.

At this first reconvened hearing, the tenant confirmed receiving the landlord's evidence.

During second and final reconvened hearings, the landlords were provided with a full opportunity to present relevant oral evidence and the tenant was provided an opportunity to provide rebuttal to the landlord's evidence.

Although I was provided a considerable amount of evidence from the parties including: verbal testimony; written submissions; digital evidence; and photographic evidence relating to the tenant's application; with a view to brevity in writing this decision I have only summarized the party's respective positions below.

Preliminary Issue -

During the first period of adjournment, the tenant was allowed to submit evidence only in direct response to the landlord's documentary evidence.

I have reviewed the tenant's significant amount of written and digital evidence said to be sent in response to the landlord's evidence. I find that the evidence also contained new evidence, unrelated evidence, and duplicated evidence. For instance, the tenant submitted alleged issues that predated the ones related to this application, such as with a neighbour smoking marijuana in one to the rental units. This was an issue in the evidence she submitted with her original application and which her legal representatives at the first hearing said was to be excluded.

In another instance, the tenant submitted video clips of people coming to her door. She claimed in her description that two men were sent by the landlord with "sexual interest" and another showing the landlord with a torn money order. These clips were from the tenant's peephole and had no sound. I did not find them relevant to this application.

Due to the volume of evidence, it was hard to determine what related directly in response to the landlord's evidence. As a result, I find the tenant failed to comply with the Interim Decision of August 2, 2019, that her evidence be in direct response to the landlord's evidence, and I therefore excluded that part of the tenant's evidence.

Additionally, I note that the landlords have named as a respondent in their application, PG; however, the tenant did not name him as a co-tenant/applicant in her application and PG was never brought up in any of the hearings. As the landlords' application dealt with only their request to recover their filing fee, I have excluded him from consideration in their dispute.

Additionally, I note that the landlords' application listed two corporate landlords and the tenant's application listed one. I have included the name of the other corporate landlord, GPMC, due to that name being listed in the landlords' application.

Words utilizing the singular shall also include the plural and vice versa where the context requires.

Issue(s) to be Decided

Is the tenant entitled to monetary compensation due to the landlord's breach of the Act?

Are the landlords entitled to recovery of the filing fee paid for their application?

Background and Evidence

I heard evidence that this tenancy began on December 1, 2016 and ended on September 30, 2018.

Tenant's application-

The tenant's monetary claim is as follows:

ITEM DESCRIPTION	AMOUNT CLAIMED
1. Bedbug medication	\$500
2. Pet's medication and vet costs	\$2,243
3. Damaged sofa	\$700
4. Damaged bed frame	\$1200
5. Damaged mattress	\$1600
6. Damaged bedding	\$268.74
7. Damaged Persian rug	\$1000
8. Damaged clothing and shoes	\$2000
9. Laundry	\$105
10. Car detailing	\$38.50
11. Loss of quiet enjoyment (harassment and intimidation from landlord)	\$3000
12. Loss of quiet enjoyment, suffering with bedbugs	\$1911

13. Aggravated damages (no move-in inspection, bed bugs infestation, bird's death)	\$3000
14. Bird's pain and suffering	\$6000
15. Bird's vet costs	\$4000
16. Loss of future income	\$4000
TOTAL	\$31,566.24

The tenant's non-oral evidence included doctor notes, emails to the landlord, veterinarian notes and costs, photos of the tenant's live birds, a photo of the dead bird, and x-rays showing the bird's lungs, pictures of the tenant's prescription bottles, photos of two bedbugs, a mattress, and the tenant's toes, partial copies of the pest control company's instructions, photos of some of the tenant's personal possessions, receipts said to be for damaged property expenses, a constable's business card, and a timeline of events.

Tenant's submissions:

Bedbug medication and pet's medication and vet costs-

The tenant said that she first noticed she had hives in February 2018 and saw bedbugs in March 2018. She then notified the landlord's agent ST.

The tenant said she did not agree to a chemical treatment because her pet birds would die. ST told her she was not special and that a chemical treatment would be done. The tenant said she was handed a treatment instruction sheet; however, her allergies flared up, which caused her to buy medications to treat them.

The tenant submitted that her pet birds suffered during the bedbug treatment and one's heartbeat increased rapidly. The tenant said that her pet birds required treatment for their reactions to the bedbug treatment, and that one ultimately died from the chemicals.

Damaged personal property-

The tenant said that she lost her personal possessions because the landlord was negligent and because she did not cause the bedbug infestation. The tenancy said that

she discussed this situation with ST, who told her to discard her belongings and furniture.

The tenant said that ST informed her of a company who would discard her personal possessions and that the landlord would compensate her for their loss.

The tenant said that she had to wash many loads of laundry, in excess of what she would do normally.

As to her car detailing claim, the tenant said that she was worried that she would bring the infestation into her car.

Loss of quiet enjoyment, harassment and intimidation-

The tenant said that she is entitled to a loss of quiet enjoyment as the landlord repeatedly threatened her. The tenant said that the landlord would come to her home about toxic smoke and was intimidating. The tenant said that the landlord knocked on her door a lot and disturbed her peace.

The tenant said that she was physically assaulted on the last day of the tenancy, and she was so traumatized, it took her three months to report it.

The tenant said that ST was overall very aggressive in her interactions with the tenant.

Loss of quiet enjoyment- suffering with bedbugs-

The tenant said that she suffered for seven months with the issue of bedbugs, and therefore she is entitled to a loss of value of her home, which she claimed would be 30% of the monthly rent.

The tenant said she was traumatized with the whole issue of bedbugs.

Aggravated damages (no move-in inspection, bedbug infestation, bird's death)-

The tenant submitted that she was entitled to aggravated damages as she was sick due to the apartment's uncleanness. She said that there was no move-in inspection and therefore did not know the apartment was not cleaned at the start of the tenancy.

The tenant said further that she is entitled to aggravated damages due to the bedbug infestation during the tenancy.

Bird's pain and suffering; medical visits and testing-

The tenant submitted that she is entitled to compensation due to her beloved pet's sickness and ultimate death from the bedbug treatment. The tenant submitted that the bedbug infestation caused vet visits, an emergency room visit and tests, and medical costs.

The tenant submitted that her bird suffered due to the issue with the treatments for bedbugs.

Loss of future income-

The tenant said that she works from home and spends most of her time at home. The stress in dealing with all these issues has caused her to suffer a loss of income. The tenant said she is an author and certified life coach.

Landlords' response-

The landlord's agent, DP, a property manager, said that they had 6-7 months of emails from the tenant, but due to the volume, they only included a sample.

DP said that they made tremendous efforts to eradicate the bedbugs, however, the tenant did not properly prepare her rental unit for treatment.

DP said that the tenant did not have renter's insurance, required by the tenancy agreement, and if she had, the insurance company would have compensated the tenant for the loss of her personal possessions. DP said the disposal of the furniture was the tenant's choice.

DP questioned whether the tenant lost income through book signings.

DP argued that the tenant tried to strengthen her claim by including many issues not related to the bedbug issue. DP said he did not understand some of the issues in the tenant's evidence.

DP said the tenant recently sent a package to the landlord's office, with mention of a Human Rights declaration and that she continues to send evidence to the landlord.

DP said that the amount of compensation requested is unreasonable and that they did everything they could to address the issue.

DP said as to the pet's death, the pest control company they hired assured the tenant that the treatment is not harmful to pets. The tenant agreed to the treatment after talking to the technician.

DP said that pet bird was susceptible to all chemicals and smells, as told to them by the tenant, and that the bird was already sick before any of this happened.

DP said they take their responsibility of treating bedbugs seriously and that as experienced property managers and building managers, they know how to address the issues.

DP said that the first time he heard from the tenant about bedbugs was March 2018, and that a response was within 2 days. Further, that the condition of the rental unit was not an issue.

The landlord's agent, ST, said that the tenant was constantly emailing her with complaints. ST said that on March 6, 2018, the tenant notified her of bedbugs and on March 8, 2018, the pest control company attended. ST said that the tenant was called to schedule the appointment with the pest control company.

ST said that there was a follow-up visit by the pest control company on March 15, 2018, and a K9 visit was on March 27, 2018. The only areas noted with bedbugs was the mattress and floor board.

A follow-up K9 visit showed that the only bedbug activity was in an unsealed bag of shoes in the tenant's rental unit.

ST said another K9 visit was on April 30, 2018, due to the recommendation to the landlord.

ST said that they sent the tenant the pest control company's reports each time.

ST said she was aware that the tenant was concerned for her birds' health during the treatments and so the tenant was offered a room in the landlord's office during treatment; however, the tenant declined.

ST said the tenant made the decision to dispose of her personal possessions. She further said that at the end of the tenancy, there was still no signs of bedbugs, as the problem was addressed.

The landlord's relevant evidence included, the written tenancy agreement, pest control company and K9 company's reports and treatment documents, a written statement, and emails between the parties.

Analysis

Based on the foregoing evidence, and on a balance of probabilities, I find as follows:

Section 7 of the Act provides as follows in respect to claims for monetary losses and for damages made herein:

- 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.
- 7(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 67 of the Act states that without limiting the general authority in section 62(3) [*director's authority*], if damage or loss results from a party not complying with this Act, the regulations or a tenancy agreement, the director may determine the amount of, and order that party to pay, compensation to the other party.

Policy Guideline 16 provides that the party making the claim for damages must satisfy each component of the following: the other party failed to comply with the Act, regulation or tenancy agreement; the loss or damage resulted from that non-compliance; the amount or value of that damage or loss; and the applicant acted reasonably to minimize that damage or loss.

Bedbug medication, pet medication and vet expenses, damaged and discarded property, laundry, car detailing, suffering with bedbugs, aggravated damages, bird's death, bird's further medical expenses, and loss of future income-

When I review the tenant's monetary claim, I find each item on her list, but one, is directly related to her issue with bedbugs.

Section 32 of the Act requires that a landlord must provide and maintain a rental unit in a state of repair that complies with the health, safety, and housing standards required by law and having regard for the age, character and location of the rental unit, makes it suitable for occupation by a tenant.

Where a tenant makes requests, such as when an issue of bedbugs arise, I find the landlord must be afforded a reasonable amount of time to take sufficient action.

Absent negligence, bed bug infestations falls equally on landlords and tenants. The landlord bears the cost and administrative burden of arranging and paying for treatments. The tenant incurs the burden of preparing the rental unit for those treatments and the discomfort of living through the infestation and treatment.

In this case, I find the evidence shows quite clearly that the landlord's agents dealt with the tenant's request to address the bedbug issue promptly. The documentary evidence shows that the landlord, after being notified on March 6, 2018, arranged for a bedbug treatment within two days after notification, on March 8, 2018, with the tenant agreeing to the appointment and being provided instructions.

The evidence further shows that the pest control company made a follow-up on March 15, 2018.

Further, the evidence shows that the tenant requested a K9 inspection, and it was done on March 22, 2018. There were no alerts noted by this dog, and the tenant, not being satisfied with the result, requested another K9 inspection. That K9 inspection by another company took place on April 30, 2018.

There were instances when the tenant rejected the proposed treatments, according to the documentary evidence, and then changed her mind when she talked to the

representative for the pest control company. An agreed upon inspection took place on August 27, 2018, and no bedbugs were detected.

I am unsure of anything else the landlord could do in this situation.

I find the tenant submitted insufficient evidence that the landlord failed to comply with their obligation under the Act, regulation or tenancy agreement. I make this finding as I have found the landlord acted promptly and thoroughly in addressing the tenant's bedbug complaint as the bedbugs were exterminated.

As I have found no failure to comply by the landlord, I dismiss the tenant's claim for compensation for bedbug medication, pet medication and vet expenses, damaged and discarded property, laundry, car detailing, suffering with bedbugs, aggravated damages, her bird's death, her bird's further medical expenses, and loss of future income, without leave to reapply.

Loss of quiet enjoyment, landlord's alleged harassment and intimidation –

As to this remaining claim, the tenant claimed to have been assaulted by the landlord's agent in September 2018. While the tenant said she was too traumatized to report it for several months, I find she has submitted insufficient evidence to prove that this assault happened. For instance, the tenant failed to provide a police report.

Additionally, the landlord denied an assault.

When one party provides a version of events and the other party provides a different version of events, I find the party with the burden of proof, the tenant in this case, cannot meet her obligation on a balance of probabilities.

I therefore dismiss the tenant's claim for loss of quiet enjoyment, without leave to reapply.

As I have dismissed the tenant's entire monetary claim for the reasons set out above, I dismiss the tenant's application, without leave to reapply.

Landlords' application-

I dismiss the landlords' application for recovery of the filing fee paid for this application, as they have not sought remedy under the Act. Additionally, they acknowledge the application was filed in error.

Conclusion

The tenant's application is dismissed, without leave to reapply.

The landlords' application for recovery of their filing fee is dismissed, 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: January 22, 2020

Residential Tenancy Branch