



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Rainbow Kerrisdale Properties
LTD and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OLC, MNDCT, FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the tenants to have the landlord comply with the Act, for a monetary order for money owed or loss and to recover the cost of the filing fee from the landlord.

Both parties appeared, gave affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross-examine the other party, and make submissions at the hearing.

The parties confirmed receipt of all evidence submissions and there were no disputes in relation to review of the evidence submissions

I have reviewed all evidence and testimony before me that met the requirements of the rules of procedure. I refer only to the relevant facts and issues in this decision.

Issues to be Decided

Should the landlord be ordered to comply with the Act?
Are the tenants entitled to a monetary order for unpaid rent?

Background and Evidence

The parties agreed that the tenancy began on May 1, 2019. Rent in the amount of \$1,950.00 was payable on the first of each month. The tenants paid a security deposit of \$900.00.

The tenants claim as follows:

a.	Recover the cost of bedbug treatment	\$ 509.27
b.	Recover loss of work	\$ 567.22
c.	Filing fee	\$ 100.00
	Total claimed	\$1,167.49

The tenants testified that they found a bedbug in their rental unit on December 13, 2019. The tenants stated that the landlord was contacted, and the landlord attend to do a physical inspection; however, the landlord did nothing to get the rental unit treated.

The tenants testified that the landlord attend again on December 18, 2019 for a physical inspection; however, they did not have the rental unit treated.

The tenants testified that the landlord attended on December 20, 2019 and used a sprayed as a preventive treatment. The tenants stated that the landlord was not fulfilling their obligations by having the rental unit properly treated.

The tenants testified that informed the landlord on December 18, 2019, that they have until December 31, 2019 to rectify the problem.

The tenants testified that they sent a picture to a pest control company and they said that treatment needs to be started and the company attended on January 14, 2020 to apply the first treatment and again on January 29, 2020. The tenants stated that they should be entitled to recover the cost of the bedbug treatment as the landlord was doing nothing to rectify the problem.

The female tenant testified that they loss hours of work, as they are able to work from home. The tenant stated that the landlord was also attending regularly, more than once per month, interfering with their rights to quiet enjoyment. The tenant stated they also had the loss of sleep and stress.

The landlord's agent testified that they attended the rental unit on December 13, 2019, the day the tenants informed them that they had bedbugs. The agent stated they did a physical inspection and they found no evidence of bedbugs. The landlord stated that they gave the tenants some advice, including cleaning.

The landlord's agent testified that they were monitoring the situation and attended the rental unit on December 18, 2019; however, they were denied access. The agent stated that they used a bedbug spray in the hallway as a preventative measure.

The landlord's agent testified that they attend the rental unit on December 20, 2019, and again they could find no evidence of bedbugs. The agent stated they used a preventative spray in the tenant's unit and in the hallway.

The landlord's agent testified that on January 14, 2020 the tenants had a pest control company to attend to treat their unit; however, they had told the tenants that they need to cancel that appointment.

The landlord's agent testified that they had their own pest control person attend on January 22, 2020 and there was no evidence of live bedbug activity or dead bugs. The landlord stated that they were doing what was reasonable and monitoring the situation. The agent stated they are not responsible for the cost when tenants decided to hire their own pest control company.

The landlord's agent testified they are not responsible for the tenant's loss of work and we were attending the rental unit investigating and monitoring the bedbug situation.

Analysis

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

In a claim for damage or loss under the Act or tenancy agreement, the party claiming for the damage or loss has the burden of proof to establish their claim on the civil standard, that is, a balance of probabilities. In this case, the tenants have the burden of proof to prove their claim.

Section 7(1) of the Act states that if a landlord or tenant does not comply with the Act, regulation or tenancy agreement, the non-comply landlord or tenant must compensate the other for damage or loss that results.

Section 67 of the Act provides me with the authority to determine the amount of compensation, if any, and to order the non-complying party to pay that compensation.

Landlord and tenant obligations to repair and maintain

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.

(2) A tenant must maintain reasonable health, cleanliness and sanitary standards throughout the rental unit and the other residential property to which the tenant has access.

...

In this case, I accept the tenants found at least two bedbugs. However, I am not satisfied the tenants have proven a violation of the Act by the landlord. Under section 32 of the Act both the landlord and the tenant must maintain reasonable health, cleanliness and standards throughout the rental property.

The landlord in this case, attended the rental unit on several occasions and were monitoring the situation and they saw no evidence of any bedbug activity in the rental unit on any of these occasions. The tenants' pest control company report is lacking detail, which may support the landlord position, as it does not indicate that they inspected the unit and found activity. It was one bug in a bag that was presented by the tenants.

While I accept the tenants felt the landlord should do treatments right away; however, bedbugs are not an emergency issue nor are they a health and safety concern. I find the landlord made reasonable efforts to investigate and were monitoring the situation. I accept the tenants paid to have the bedbug treatment; however, it was their personal choice. Therefore, I dismiss the tenants' application.

I am not satisfied the tenant is entitled to recover loss of work. This a residential unit, not commercial. The landlord is entitled to enter a rental unit to inspect, investigate and monitor a situation when issues such as this, are brought to their attention; this is not loss of quiet enjoyment. While I accept bedbugs are a nuisance, they do not justify a loss of work. Further, I have not found a breach of the Act by the landlord.

Conclusion

The tenants' application is dismissed.

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: March 25, 2020

Residential Tenancy Branch