



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDCT, OLC

Introduction

On August 24, 2020, the Tenant submitted an Application for Dispute Resolution under the *Residential Tenancy Act* (the “Act”) requesting monetary compensation, and to order the Landlord to comply with the Act. The matter was set for a participatory hearing via conference call.

The Tenant attended the conference call hearing; however, the Landlord did not attend at any time during the 58-minute hearing. The Tenant testified that they served the Landlord with the Notice of Dispute Resolution Proceeding by sending it via registered mail on August 26, 2020. The Tenant provided the tracking number to me and stated that the package was delivered to the Landlord on August 27, 2020, according to the Canada Post website. I find that the Landlord has been duly served with the Notice of Dispute Resolution Proceeding in accordance with Section 89 the Act.

Rule 7.3 of the *Residential Tenancy Rules of Procedure* states if a party or their agent fails to attend a hearing, the Arbitrator may conduct the dispute resolution hearing in the absence of that party, or dismiss the Application, with or without leave to re-apply.

As the Landlord did not call into the conference, the hearing was conducted in their absence and the Application was considered along with the affirmed testimony and evidence as presented by the Tenant.

Issues to be Decided

Should the Tenant receive a Monetary Order for compensation, in accordance with section 67 of the Act?

Should the Landlord be ordered to comply with the Act, in accordance with Section 62 of the Act?

Background and Evidence

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

The Tenant testified that, although she signed a Tenancy Agreement at the beginning of her tenancy, she has not been provided a copy from the Landlord. The Tenant stated that she moved into the rental unit on September 1, 2017 and pays approximately \$512.00 on a month-to-month basis. The Landlord collected a security deposit in the amount of \$250.00.

The Tenant provided testimony and submitted evidence to support her claim of monetary losses due to an infestation of bed bugs in her rental unit.

The Tenant testified that just over one year ago, the tenant who lived above her rental unit had bed bugs. The Tenant stated that, at the time, she observed the manager of the building throw out the other tenant's box spring and mattress and treat the apartment with a bed bug powder and spray.

On August 5, 2020, the Tenant found bed bugs in her rental unit. She immediately advised the manager of the building and asked if he would have the unit sprayed by professionals. The manager stated, "I will think about it." In the meantime, the Tenant went to purchase bed bug powder and spray.

The Tenant stated she observed the manager attend the unit above hers and throw out the box spring and mattress again. The Tenant said that she then threw out a crib mattress and her older box spring, both of which had bed bugs on them. The Tenant stated that she had just received a new mattress from her sons in the Spring, therefore, didn't want to throw it out. Instead, she bought a bed bug mattress cover for the mattress. The Tenant had to buy a piece of plywood to support her mattress without the box spring.

The Tenant initially went to Jysk to purchase covers for the mattress and pillows and asked staff if the covers had zippers to properly protect the mattress. The staff affirmed this and when she brought the items home, the Tenant found they did not have zippers to properly seal the mattress and pillows. The Tenant couldn't return the items, so she went to Walmart to purchase another set that had zippers.

The Tenant testified that she spent over a week constantly cleaning and treating her apartment for bed bugs. This included taking the bulk of her clothes, towels and linens to a laundromat for washing and drying. She took these items to a laundromat as the manager would not allow her to use the laundry room within the residential property.

On August 16, 2020, the manger advised the Tenant that he would like to check her unit that evening for bed bugs. The Tenant advised him that he probably wouldn't find many as she had been actively cleaning and treating her rental unit.

On August 18, 2020, the Tenant stated that the upstairs tenant was making loud noises in the middle of the night. The Tenant got up and knocked on the upstairs Tenant's door and saw her picking bed bugs off her mattress.

The Tenant submitted a "Bedbugs and Other Rodents" template, dated August 18, 2020, that she had filled out and provided to the manager to formally report the bed bugs in her rental unit. She reminded the manager that she had first reported it on August 5, 2020.

The Tenant submitted a note that she wrote to herself on August 18, 2020. In the note, the Tenant documented that the manager phoned her at 12:45 p.m. and advised that he would be coming to spray for bugs at 2:00 p.m. The Tenant asked the manager to call in a professional company as she had already attempted the spray and powders. The manager replied, "I'm not fucking paying a company to come in and spray." The Tenant stated that she could not accommodate the treatment on such short notice as she was having her grandson come over to the unit in one hour.

On August 21, 2020, the Tenant spoke to the manager's boss about bed bugs in the residential property and in her rental unit.

On August 25, 2020, the Tenant observed a heat treatment company at the residential property and asked them if they were there to treat her unit. They advised that they were not but could arrange treatment for August 27, 2020.

On August 27, 2020, the Tenant had her rental unit professionally heat treated for bed bugs.

On September 10, 2020, the Tenant found a bed bug in her unit and advised the manager. That day the manager was having a K-9 (bed bug dog) checking some of the other units in the residential property. The manager stated that they would have to have

the Tenant's rental unit sprayed again. The Tenant learned that there had been a unit on the third floor that was badly infested with bed bugs.

On September 15, 2020, the Tenant observed that a pest company was at the residential property to deal with bed bugs. The Tenant asked them if her rental unit was being treated, although she had not received any notice or preparation documentation. The manager said that her unit would be treated and that she would have to stay out of the unit for 2 hours. Since that time, the Tenant has not seen any bed bugs in her rental unit.

The Tenant submitted receipts and estimates and is requesting compensation for her losses due to the bed bug infestation in her rental unit.

Item	Amount
Bed bug spray and powder	\$68.81
Plywood for bed	42.54
Mattress/Pillow covers	88.26
Mattress/Pillow covers	105.18
New mattress	503.99
Cost of washing	50.00
Cost of drying	34.00
New box spring	354.00
Crib mattress	85.99
Total Monetary Claim	\$1,332.77

Analysis

Residential Tenancy Policy Guideline 16 refers to compensation for damage or loss between parties in a tenancy.

“The purpose of compensation is to put the person who suffered the damage or loss in the same position as if the damage or loss had not occurred. It is

up to the party who is claiming compensation to provide evidence to establish that compensation is due. 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.”

Section 32 of the Act sets out the responsibility of a landlord to maintain the rental unit in a state of decoration and repair that complies with the health, safety and housing standards required by law, and having regard to the age, character and location of a rental unit, make it suitable for occupation by a tenant.

Based on the Tenant’s undisputed testimony and evidence:

I find that there had been a history of bed bugs within the residential property and that several units on the property had recently been dealing with an infestation of bed bugs. As such, I find the Landlord is responsible to efficiently and effectively address the infestation, pursuant to section 32 of the Act.

I find that the Tenant reported the problem of bed bugs in her rental unit to the manager on August 5, 2020 by speaking to him directly.

I find that the Tenant did her best to mitigate the problem of bed bugs in her rental unit by throwing out the infected crib mattress and her box spring; washing her clothes, towels and linens; covering her mattress and pillow; and, treating the apartment with bed bug spray and powder.

I find that the Landlord, thirteen days after the first report and having to be prompted by the Tenant again, attempted to treat the rental unit by offering to spray it. I also find that the manger failed to provide proper notice to the Tenant, pursuant to section 29 of the Act.

I find that by August 27, 2020, the Landlord took the appropriate steps to address the bed bug infestation in the rental unit and conducted proper follow-up.

I find that the Tenant has suffered a monetary loss as a result of the bed bug infestation and as such, has established a monetary claim.

I authorize compensation for the following items:

Item	Amount
Bed bug spray and powder	\$68.81
Mattress/Pillow covers	88.26
Mattress/Pillow covers	105.18
Cost of washing	50.00
Cost of drying	34.00
New box spring (half the amount of claim)	177.00
Crib mattress (half the amount of claim)	43.00
Total Monetary Order	\$566.25

I do not find compensation for the plywood is due as I am granting an amount for a new box spring. I am not granting the full amount claimed for the new box spring as the Tenant acknowledged it was an older item. I do not find compensation for a new mattress is due as the Tenant acknowledged that on the first day she discovered the bed bugs, she purchased new bed bug-proof covers for the mattress. I am granting half the amount claimed for the new crib mattress as the Tenant acknowledged it was older and had some rips in it.

During the Tenant's testimony, I noted that the Landlord did not respond in an efficient manner after the Tenant first reported having bed bugs in the rental unit. I also heard examples of the Landlord not abiding by the rules to provide proper notice for entry into tenants' rental units. I bring sections 29 and 32 of the Act to the Landlord's attention for future reference. The Landlord is also required to provide a copy of the Tenancy Agreement to the Tenant within 21 days. See section 13 of the Act for details.

The Tenant specifically applied to have the Landlord ordered to comply with the Act in relation to efficiently and effectively addressing the bed bug infestation. It was established during the hearing that the Landlord's have addressed the bed bug issue in the Tenant's rental unit. As such, I dismiss this part of the Tenant's claim.

Conclusion

I grant the Tenant a Monetary Order for the amount of \$566.25, in accordance with Section 67 of the Act. In the event that the Landlord does not comply with this Order, it

may be served on the Landlord, filed with the Province of British Columbia Small Claims 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: October 07, 2020

Residential Tenancy Branch