



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

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

DECISION

Dispute Codes OLC, MNDCT, PSF, LAT

Introduction

This hearing convened as a result of a Tenant's Application for Dispute Resolution, filed on June 10, 2021, in which the Tenant requested the following relief:

- an Order that the Landlord:
 - comply with the *Residential Tenancy Act*, the *Residential Tenancy Regulation*, or the residential tenancy agreement; and,
 - provide services or facilities as required by law;
- an Order permitting the Tenant to change the locks on the rental unit; and.
- an Order for monetary compensation from the Landlord.

The hearing was conducted by teleconference at 1:30 p.m. on October 8, 2021. Both parties called into the hearing and were provided the opportunity to present their evidence orally and in written and documentary form and to make submissions to me.

The parties were cautioned that recordings of the hearing were not permitted pursuant to *Rule 6.11* of the *Residential Tenancy Branch Rules*. Both parties confirmed their understanding of this requirement and further confirmed they were not making recordings of the hearing.

The parties agreed that all evidence that each party provided had been exchanged. No issues with respect to service or delivery of documents or evidence were raised. I have reviewed all oral and written evidence before me that met the requirements of the *Residential Tenancy Branch Rules of Procedure*. However, not all details of the parties' respective submissions and or arguments are reproduced here; further, only the

evidence specifically referenced by the parties and relevant to the issues and findings in this matter are described in this Decision.

Preliminary Matter—Relief Sought

The Tenant confirmed he vacated the rental unit such that the only applicable relief sought was the Tenant's request for monetary compensation from the Landlord. As the tenancy has ended, I dismiss the balance of the Tenant's claim without leave to reapply.

Preliminary Matter—Date and Delivery of Decision

The hearing of the Tenant's Application concluded on October 8, 2021. This Decision was rendered on November 17, 2021. Although section 77(1)(d) of the *Residential Tenancy Act* provides that decisions must be given within 30 days after the proceedings, conclude, 77(2) provides that the director does not lose authority in a dispute resolution proceeding, nor is the validity of the decision affected, if a decision is given after the 30 day period.

Issues to be Decided

1. Is the Tenant entitled to monetary compensation from the Landlord?

Background and Evidence

The Tenant stated that the tenancy began in late October or early November 2019. Monthly rent was \$500.00 per month.

The Tenant's claim arises from his concern that the rental unit was uninhabitable due to the presence of bedbugs. The Tenant testified that he noticed bed bugs in his unit in April of 2021. He stated that the Landlord was doing renovations in the bathroom next to the rental unit and the Tenant assumed that's where they came from. At the time, he informed the Landlord of the issue, received instructions from the Landlord's manager, M.B., as to how to deal with them, and then followed the instructions including: cleaning and bleaching all of his items.

The Tenant testified that the Landlord did not send in anyone to deal with the bedbug issue in April and May 2021. The Tenant complained again in May at which time the Landlord informed the Tenant that it would be three weeks until they could send

someone in to deal with this. The Tenant then packed up his belongings at the end of May and put everything in the middle of the room to facilitate the treatment.

The Tenant stated that he did not stay in the rental unit in June 2021, save and except for 2-3 days after the first treatment and to have a few showers; instead, he stayed in his van most of the month. He confirmed that every time he went in the room, he came out covered in bed bugs. The Tenant confirmed that he asked the Landlord for return of his rent paid for June and they refused. He handed his keys to the Landlord on July 1, 2021.

In response to the Tenant's claims, the Manager, M.B. testified as follows. He confirmed that he has been the manager for about eight years. He also confirmed the Tenant moved into the rental unit in the fall of 2019 and paid \$500.00 per month in rent.

M.B. stated that according to the timeline from the log books, the Landlord was informed June 3, 2021 that there were bed bugs. The Manager stated that they do monthly inspections of the rental units as bed bugs are an unfortunate, but regular issue. He then clarified that he did not have records in front of him that go back as far as April 2021 and May 2021, but speculated that if the Tenant had informed them about this they would have treated it right away.

M.B. further stated that this is an ongoing issue in this building, they have very fast response times. He stated that according to their records the Tenant's complaint was made June 3 and they treated four days later. Two weeks later there did a second treatment. He explained that the first treatment involved a strong chemical and when it is place the unit can't be occupied for four hours. The second treatment is a dust; and according to their records, the technician saw no evidence of bed bugs on the second treatment. The Landlord stated that they trust the technicians judgment and they have no reason to believe he was untruthful.

M.B. confirmed that he was aware the Tenant was not residing in the rental unit in June, however M.B. stated that the Tenant was using the building every day to use the bathroom and showers and to check on his unit. M.B. stated that on June 7, 2021 the Tenant was asked (by another employee) to return his keys and sign off on the rental unit so he could have his rent returned, yet the Tenant did not return the keys and did not take the Landlord up on this offer because the Tenant also wanted return of his security deposit. The Landlord provided a copy of the log book entries relating to the material time; notably, there is no entry regarding the above discussion/offer.

M.B. stated that they have had problems with bed bugs in the building for years. They are always doing pest control. M.B. conceded that the bed bugs may have come from the renovations to the neighbouring bathroom.

M.B. confirmed that it is the Landlord's position that the Tenant had the benefit of the rental unit in the month of June and is therefore responsible for the rent.

In response to the Landlord's claim that the Tenant was offered return of his rent if he returned his keys, the Tenant stated this was not true.

The Tenant's Advocate noted that the log notes make only two mentions of the Tenant entering the building to use the shower, not daily as M.B. testified.

Analysis

After consideration of the testimony and evidence before me, and on a balance of probabilities I find as follows.

I accept the Tenant's testimony that he did not reside in the rental unit during the month of June 2021. I further accept his testimony that he used the rental unit occasionally for showers while the unit was being treated for bed bugs.

The Landlord's Manager testified that according to their records they dealt with the Tenant's complaint as soon as it was brought to their attention in June of 2021. However, the Manager did not have records relating to the time in question, namely April and May of 2021. While it is possible the Landlord attended to the bed bugs immediately upon being informed of the issue, it is also possible the Landlord did not. On balance, I accept the Tenant's testimony that he informed the Landlord's representatives of the bed bug issue prior to June 2021.

The Landlord did not dispute the Tenant's claim that he was not staying at the rental unit during the month of June 2021, but argued the Tenant had the benefit of the unit as he was showering there. While the unit had some value to the Tenant, I find that it was significantly reduced due to the presence of bedbugs. I therefore find the Tenant should be compensated for the devaluation of his rental.

The Landlord's representative testified that the Tenant was offered a return of his rent as early as June 7, 2021, but the Tenant refused to return his keys and accept this offer. As noted, this discussion/offer was not recorded in the Landlord's log book. The Tenant also denied the Landlord made such an offer. In any case, I find this to be an acknowledgement from the Landlord that the rental unit was not habitable during the month of June 2021.

While it is the case the Tenant had some use of the rental unit for showers during the month of June, I find those showers to be of nominal value. I accept the Tenant's testimony that he did not reside in the unit, but rather stayed in his van. I also accept his testimony that his unit was affected by bedbugs in April and May of 2021 such that his tenancy was devalued for months.

Section 65(1)(f) allows me to compensate a tenant when their tenancy has been devalued and reads as follows:

65 (1) Without limiting the general authority in section 62 (3) [*director's authority respecting dispute resolution proceedings*], if the director finds that a landlord or tenant has not complied with the Act, the regulations or a tenancy agreement, the director may make any of the following orders:

...
(f) that past or future rent must be reduced by an amount that is equivalent to a reduction in the value of a tenancy agreement;

Based on the evidence before me, and pursuant to sections 65 and 67, I find the Tenant is entitled to the monetary compensation sought and I therefore award him **\$500.00**. In furtherance of this, I grant the Tenant a Monetary Order in the amount of **\$500.00**. This Order must be served on the Landlord and may be filed and enforced in the B.C. Provincial Court (Small Claims Division).

Conclusion

The tenancy ended such that the Tenant's request for the following relief is dismissed without leave to reapply:

- an Order that the Landlord:
 - comply with the *Residential Tenancy Act*, the *Residential Tenancy Regulation*, or the residential tenancy agreement; and,
 - provide services or facilities as required by law;
- an Order permitting the Tenant to change the locks on the rental unit; and.

The Tenant's request for an Order for monetary compensation from the Landlord in the amount of **\$500.00** is granted.

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: November 17, 2021

Residential Tenancy Branch