



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OLC, MNDCT, OT

Introduction

On July 7, 2021, the Tenant submitted an Application for Dispute Resolution under the *Residential Tenancy Act* (the “Act”) requesting Monetary Order for compensation, an order for the Landlord to comply with the Act, and a third issue related to the same monetary compensation claim. The matter was set for a participatory hearing via conference call.

The Landlord’s Agent (the “Landlord”) and Tenant attended the hearing and provided affirmed testimony. They were provided the opportunity to present their relevant oral, written and documentary evidence and to make submissions at the hearing. The parties testified that they exchanged the documentary evidence that I have before me, in accordance with the Act. As such, I find that the evidence before me is admissible for this hearing.

Preliminary Matters

The Tenant confirmed that the three issues applied for in his Application all related to the same \$225.00 claim. The Tenant agreed to amend the Application to simply include the request for monetary compensation. As such, I find that the Tenant has removed the other issues through amendment, in accordance with the Rules of Procedure 4.2.

The parties agreed that they exchanged evidence in accordance with the Act. The Tenant mentioned that he could not clearly read page 9 of the Landlord’s evidence package. The Landlord did not refer to page 9 of the evidence package during the hearing and as such, I did not consider page 9 when making this decision.

Issue to be Decided

Should the Tenant receive a Monetary Order for compensation, in accordance with section 67 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.

Both parties agreed to the following terms of the tenancy:

The one-year, fixed-term tenancy began on August 15, 2015 and continued as a month-to-month tenancy. The monthly rent was \$721.00, and the Landlord collected and still holds a security deposit in the amount of \$335.00. The tenancy ended on July 31, 2021.

The Tenant submitted receipts from 2017 to support his testimony that he paid the Landlord \$200.00 towards spraying the rental unit for bed bugs. The Tenant testified that the infestation began in 2017 and that the Landlord should be responsible for the treatment of bed bugs.

The Tenant submitted a copy of a letter, dated February 20, 2017, from the Landlord to the Tenant indicating that as of March 1, 2017, "...an additional \$50.00 per month will be charged for the next four months to reimburse for costs of pest control services."

The Tenant pointed out that, on this letter, the Tenant hand-wrote and signed an acknowledgement that he "shook hands with (the Landlord) on \$47.00 a month, for the next four months, beginning March 1/17, and he has raised it to \$50.00." The Tenant explained that he agreed to reimburse the Landlord for the pest control services but argued that he agreed to \$47.00 a month and not \$50.00 a month.

The Tenant is requesting to be compensated for a total of \$225.00; \$200.00 for the pest control fees paid to the Landlord, and the \$25.00 fee he had to pay to have his love seat removed as a result of the infestation.

The Landlord testified that the Tenant had been regularly warned to restrict his activities that may contribute to bed bug infestations; the Tenant failed to comply with the Landlord's requests. The Landlord submitted, in a letter addressed to the Tenant, dated August 28, 2016, that the bed bug infestation in the building originated from the Tenant's suite.

The Landlord stated that the Tenant's rental unit was sprayed on many occasions and that the Tenant did not follow through with proper protocol to prepare or maintain the unit after treatment. The Landlord submitted documents from a pest control agency that documented a "heat treatment" process was applied to the rental unit on December 6, 2019 and noted that the report states that the Tenant collected items from the street and has a long history of bed bug activity.

The Landlord stated that the Tenant agreed to compensate the Landlord for the bed bug treatments in 2017, and the Landlord has been paying for subsequent treatments.

Analysis

Section 7(1) of the Act establishes that landlords who do not comply with the Act, the Regulations or the Tenancy Agreement must compensate the tenant for damage or loss that results from that failure to comply.

In this case, the Tenant claimed that the Landlord should have paid for the services of treating the rental unit for bed bugs.

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. The section also sets out the responsibility of a tenant to maintain reasonable health, cleanliness and sanitary standards throughout the rental unit and residential property. A tenant must repair damage to the rental unit or common areas that is caused by the actions or neglect of the tenant or a person permitted on the residential property by the tenant.

When making my decision, I reviewed the submissions and testimony of each party; specifically,

- historical documentation from the Landlord that the origin of the infestation occurred in the Tenant's rental unit;
- the Tenant's agreement to pay the Landlord four installments to compensate the Landlord for pest control services in 2017; and
- the Landlord's claim that the Tenant was warned about activities pertaining to the mitigation of bed bugs and exacerbating the infestation.

Based on the above and on a balance of probabilities, I find that the Tenant has failed to provide sufficient evidence that he was not responsible for the 2017 bed bug infestation or that he did not agree to compensate the Landlord for the treatment of the rental unit in 2017. I find it reasonable that if the Tenant did not agree he was responsible for the initial infestation, that he would not have "shook hands" with the Landlord and agreed to reimburse him.

In this case, I find that the Landlord has demonstrated that he has complied with section 32 of the Act by responding to the bed bug infestation with a professional treatment service. Furthermore, I find that the Tenant failed to provide sufficient evidence that he (the Tenant) accomplished the responsibilities to maintain reasonable health, cleanliness and sanitary standards throughout the rental unit and as such, is due

compensation. As a result, I dismiss the Tenant's Application for compensation, pursuant to sections 7(1) and 67 of the Act.

Conclusion

I dismiss the Tenant 's Application for Dispute Resolution 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: November 10, 2021

Residential Tenancy Branch