



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Ministry of Housing

A matter regarding BRITISH COLUMBIA HOUSING MANAGEMENT
COMMISSION and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNDCT, RP, FFT

Introduction

This hearing was convened to hear the Tenant's Application for Dispute Resolution, made on April 30, 2023. The Tenant applied for the following relief, pursuant to the Residential Tenancy Act (the Act):

- an order granting compensation for monetary loss or other money owed;
- an order for repairs; and
- an order granting recovery of the filing fee.

The Tenant attended the hearing. The Landlord was represented at the hearing by MB, the property manager. The Tenant and MB provided a solemn affirmation at the beginning of the hearing.

The Tenant testified the Landlord was served with the Notice of Dispute Resolution Proceeding package and a subsequent amendment in person. MB acknowledged receipt of these packages.

On behalf of the Landlord, MB testified that the Landlord served three documentary evidence packages on the Tenant in person. The Tenant acknowledged receipt of these packages.

No issues were raised with respect to service or receipt of the above documents during the hearing. The parties were in attendance or were represented and were prepared to proceed. Therefore, pursuant to section 71 of the Act, I find the above documents were sufficiently served for the purposes of the Act.

The parties were given a full opportunity to present evidence orally and in written and documentary form, and to make submissions to me. I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure, and to which I was referred. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Severance

Rule of Procedure 2.3 permits an arbitrator to exercise their discretion to dismiss unrelated claims with or without leave to reapply. In this case, I find it appropriate to dismiss the Tenant's request for compensation for monetary loss with leave to reapply. The most prominent issue to address is the Tenant's request for an order that the Landlord address an ongoing bedbug issue. Therefore, I find that the Tenant's request for compensation for monetary loss or other money owed is dismissed with leave to reapply.

Issues to be Decided

1. Is the Tenant entitled to an order for repairs?
2. Is the Tenant entitled to recover the filing fee?

Background and Evidence

The parties agreed the month-to-month tenancy began on March 1, 2023, although the Tenant indicated he did not move in until or about March 12, 2023. The parties agreed the Tenant has previously lived in other rental properties since 2009. Rent, which is geared to income, is \$320.00 per month; the Tenant pays an additional \$8.00 for laundry. The Tenant confirmed he did not pay a security deposit.

The Tenant stated there is an ongoing bedbug issue in his rental unit. He testified he asked about the presence of bedbugs before he moved in and was told they were taken care of. However, the Tenant testified he was bitten by a bedbug the day after he moved in. He reported the problem to the Landlord immediately and submitted an email dated March 14, 2023 in support. The Tenant also submitted Photographs depicting what he claimed are bedbug bites on his body. The Tenant testified the bedbug bites, and having to deal with the issue, have had a physical and psychological impact. The Tenant feels his experience has not been taken seriously by the Landlord.

The Tenant also testified that an inspector who came to his unit confirmed that the source of the bedbugs was an adjacent unit. In addition, the Tenant asserted that the Landlord's treatments have been ineffective and has requested heat treatment for the entire building. He submitted that the problem persists, despite the reports submitted by the Landlord, as evidenced by his bites.

In reply, MB acknowledged the Landlord received the Tenant's email complaint on March 14, 2023. MB testified she was surprised to learn there were bedbugs in the Tenant's unit because it had been vacant for five months before he moved in and had been renovated. In any event, MB testified that the bedbug problem has been addressed. The Landlord submitted inspection reports from a pest control company in support.

An inspection report dated March 17, 2023 states that five bedbugs were found on the Tenant's mattress but that there was no other activity. Treatment was applied with a recommendation for a follow-up if activity continues.

An inspection report dated April 12, 2023 states: "no bedbug activity found in unit during our inspection today."

An inspection report dated April 21, 2023 states that "during our inspection no found live activity today, found some dead bedbugs, chemical is working."

An inspection report dated June 2, 2023 states the inspector "did not find any sign or activity today, mattress, bed frame, baseboards, chairs were inspected" and suggested that the bite described by the Tenant may have been a spider bite.

An inspection report dated June 16, 2023 states there was "no bedbug activity" on that date.

An inspection report dated June 29, 2023 states there was "[n]o live bedbug activity" on that date.

An inspection report dated July 18, 2023 states there was "1 live bedbug found on chair at computer" and recommends treatment.

An inspection report dated August 1, 2023 states there was "[n]o visible activity seen onsite" but recommended a follow-up in two weeks.

An inspection report dated August 15, 2023 states there was “[n]o evidence of live/active bedbug activity on mattress, chairs, baseboard, bedframe, pillows or dresser/dresser drawers”. It was recommended that the Tenant purchase “pillow encasements to protect against future infestation.”

Analysis

Based on the documentary evidence and oral testimony provided during the hearing, and on a balance of probabilities, I find:

Section 32 of the Act confirms that a landlord must provide and maintain residential property 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 the rental unit, makes it suitable for occupation by a tenant.

In this case, I find that there is insufficient evidence before me to grant the relief sought. Specifically, while I accept there was a minor bedbug issue in the Tenant’s rental unit, I find the Landlord’s response was prompt, appropriate, and effective. Indeed, the first inspection and treatment after the Tenant’s complaint occurred only three days later, on March 17, 2023. Although one bedbug was identified on July 18, 2023, subsequent reports confirm no further activity.

Considering the above, I find that the Tenant’s requests for an order for repairs and to recover the filing fee are dismissed without leave to reapply.

Conclusion

The Tenant’s requests for an order for repairs and to recover the filing fee are 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: August 21, 2023

Residential Tenancy Branch