

**INTRODUCTION**

- [1] On July 9, 2024 the Tenant filed a *Form 2(A) Tenant Application to Determine Dispute* (the "Application") with the Residential Tenancy Office (the "Rental Office") seeking a monetary order against the Landlord in the amount of \$10,815.00 due to pest infestation in the Unit and the Residential Property during the period of January to July of 2024.
- [2] On July 17, 2024 the Rental Office mailed and emailed the parties notice of a hearing scheduled for July 30, 2024.
- [3] On July 26, 2024 the Rental Office emailed the parties an evidence package (the "Evidence Package" of "EP") through TitanFile. The Landlord had submitted most of the evidence contained in the Evidence Package.
- [4] On July 30, 2024 the Tenant, the Tenant's witness, the Landlord's property manager and a translator participated in a hearing before the Residential Tenancy Officer (the "Officer") for determination of the Application.

**ISSUE**

Must the Landlord compensate the Tenant due to the pest infestations in the Unit and the Residential Property?

**PRELIMINARY MATTERS**

- [5] The Unit's civic address has recently changed and the current address is contained in this decision.
- [6] The parties have been unable to locate a copy of the written tenancy agreement. At the hearing the parties confirmed that the corporate landlord named in this decision is the Tenant's landlord. The Landlord's property manager participated in the hearing as the Landlord's representative (the "Representative").
- [7] The Application did not include a claim regarding a notice of termination and the Officer advised the parties that only the Application's monetary claims would be determined.
- [8] On July 23, 2024 the Tenant had sent the Representative another application (EP 116) disputing a notice of termination. The Tenant stated that this application was not filed with the Rental Office. The Officer advised the parties that the unfiled application would not be determined in this decision.
- [9] During the hearing the Tenant withdrew her claim for compensation regarding the washing machine matter. Therefore, the Officer has only considered the Tenant's monetary claims based upon pest infestations.
- [10] At the hearing the Representative stated that she had not received the Evidence Package. The Rental Office sent the Representative an additional email with the Evidence Package. The Officer provided the Representative with the details of the original July 26, 2024 email from the Rental Office with the Evidence Package and the Representative located this email in her account. The hearing was paused to provide the Representative an opportunity to review the Evidence Package.
- [11] Part of the Tenant's evidence in the Evidence Package was a June 3, 2024 report (the "Report") issued by the Department of Environmental Health ("Environmental Health"). The Representative stated that the June 3, 2024 email from Environmental Health containing the Report went into her spam folder and she did not read the Report until the hearing.
- [12] The Officer notes that, generally speaking, a property manager should expect to receive a written report from Environmental Health when a bedbug infestation has been discovered. A property

manager should follow up with Environmental Health if no report is received shortly after the inspection.

- [13] The Officer permitted the parties to submit additional evidence after the hearing. In particular, the Representative was permitted to submit further comments regarding the Report.

### SUMMARY OF EVIDENCE

- [14] The Unit is a two-bedroom, one-bathroom apartment located in a three-level, twelve-unit building (the "Residential Property") that the Landlord has owned since 2020.
- [15] The Landlord and the Tenant entered into a written, fixed term tenancy agreement for the period of May 1, 2022 to April 30, 2023, which converted to a month-to-month agreement. The parties provided conflicting information regarding a security deposit. The rent for the Unit was originally \$1,500.00 and on January 1, 2024 the rent increased to \$1,545.00.

### Tenant's Evidence and submissions

- [16] The Tenant's evidence is summarized as follows.
- [17] The Tenant seeks compensation due to a bedbug infestation in the Unit and a rat infestation in the backyard of the Residential Property.
- [18] The Tenant was told by other tenants in the Residential Property that they had been dealing with bedbugs in their rental units for two or three years.
- [19] In October of 2023 it was brought to the Representative's attention that there were bedbugs in the Residential Property. On October 12, 2023 the Representative posted a notice on the Unit's door which stated that a professional pest control company was coming for an inspection.
- [20] A couple of days later the Representative and a tall man attempted to access the Unit to spray for bedbugs. The Representative was wearing a "hazmat suit" and was holding a can of spray. The Tenant refused to provide access to the Representative and this other person because they were not qualified to treat the Unit for bedbugs. The Tenant asked for the name of the professional pest control company and a business card but the Tenant was advised it was none of her business.
- [21] The Tenant is pregnant and has a one-year old, a two-year-old and two other children living in the Unit. The Tenant stated that she did not feel safe having a non-professional spray the Unit.
- [22] The Representative attended the Unit to spray two or three more times without written notice. The Tenant told the Representative that access would not be provided to spray for bedbugs unless the work was completed by a professional pest control company.
- [23] In December of 2023, between Christmas and New Year's Day, the Unit became infested with bedbugs. The Tenant started noticing that her children were being bitten, to the point where they could not be sent to school. The Tenant's one-year old and two-year old were sleeping in cribs and were bitten by bedbugs. The Tenant advised the Representative that her family was being bitten by bedbugs.
- [24] The bedbug infestation in the Unit continued to get worse. The Tenant telephoned the Representative around once per week about the infestation and the need to hire a professional pest control company.
- [25] On May 29, 2024 the Tenant finally went to the Environmental Health because the Landlord still had not hired a professional company to complete the pest treatment work in the Unit. Environmental Health issued the Report on June 3, 2024.

- [26] On or about June 10, 17 and 24, 2024 the Landlord had a professional pest control company attend the Unit to spray for bedbugs. The Tenant was told by the pest control company not to throw out personal property until the three sprays were completed. The Tenant was told that if bedbugs remained after the third spray, then it was time to throw out the personal property.
- [27] As of the hearing date the bedbug situation in the Unit had improved, but there were still some bedbugs in the Unit. The Tenant threw out personal property due to the presence of bedbugs in the Unit after the third spray and the Tenant submitted photographs of part of the property. The Tenant and her family are currently sleeping on inflatable mattresses.
- [28] The Tenant advised the Representative that there were still some bedbugs in the Unit. The Tenant contacted the pest control company regarding additional sprays and was told that the Landlord would need to approve this work.
- [29] The Tenant stated that she noticed rats in the backyard of the Residential Property when the snow melted in March or April of 2024. The Tenant submitted into evidence a video of rodents around a garbage bin on the yard of the Residential Property. The Tenant stated that during the hearing she could still see rats in the backyard of the Residential Property.
- [30] The Tenant stated that the Representative spread out rat poison in the yard of the Residential Property and there are now a bunch of dead rats nearby. Some rat traps were installed in late July of 2024. The Tenant's children are unable to play in the backyard of the Residential Property.
- [31] The Tenant denied responsibility for the rats and stated that she properly disposes of the Unit's garbage. The Tenant only puts garbage on the deck temporarily and then put it in the garbage bin. The Tenant had to move bags of items onto the deck because of the bedbugs in the Unit.
- [32] After the hearing the Tenant provided additional submissions. The Tenant denied responsibility for the bedbug and rat infestations at the Residential Property.
- [33] An email from B.C., a former tenant of the Residential Property, was sent to the Rental Office as evidence for the Tenant. B.C. disputed that the Tenant was responsible for bringing bedbugs into the Residential Property.

#### **Landlord's Evidence and Submissions**

- [34] The Landlord's evidence is summarized as follows.
- [35] The Representative and her property management company have been managing the Residential Property for over two years. The Landlord had a different property manager at the time the Tenant moved in.
- [36] When the Representative became aware that there were bedbugs in the Residential Property the Representative immediately consulted with a professional pest control company and was told to buy bedbug killer from Walmart and Home Depot. The Representative provided 24 hours' notice to access the units. The tenants of four rental units gave access to the Representative to spray for bedbugs and these four units improved.
- [37] In October of 2023 the Tenant refused the Representative and her assistant, S.F., access to the Unit for pest control work. S.F. does not work for a pest control business and he does not have pest control training. The Representative submits that the Tenant's denial of access to the Unit made the infestation worse.
- [38] In June of 2024 the Landlord's pest control company sprayed five units in the Residential Property, including the Unit. One rental unit did not provide the pest control company access to their unit.

- [39] The Representative submitted into evidence a letter from the pest control company dated July 12, 2024 (EP 153 and 154; the "Letter"). The Representative stated that, based upon the Letter, the bedbugs were caused by too much personal property in the Unit.
- [40] The Representative stated that the whole Residential Property will be sprayed again for bedbugs when the pest control company is available.
- [41] The Representative stated that the rats are caused by the garbage station on a neighbouring property that is not owned by the Landlord. The Environmental Health Officer told the Representative to negotiate with the neighbouring property to address the rat problem. The Landlord has not had a professional pest control company investigate the rat issue. The Representative purchased traps and poison to address the rat problem.
- [42] The Tenant put a lot of garbage on their deck and on the ground which attracts rats.
- [43] After the hearing, the Representative provided additional submissions. The Representative stated that there were originally no bedbugs in the Unit and the Tenant is 100% responsible for the bedbugs. The Representative stated that the Tenant has too many items and garbage in the Unit.
- [44] The Representative submitted into evidence photographs regarding bedbug and rat remediation. Two invoices for professional bedbug pest control services for another rental unit in the Residential Property were also submitted. The Representative disputed the validity of the additional email from B.C. that was submitted into evidence by the Tenant after the hearing.

#### ANALYSIS

- [45] For the reasons below, the Officer finds that the Landlord must compensate the Tenant due to the pest infestations in the Unit and the Residential Property.
- [46] The Landlord was required to properly address the infestations at the Residential Property.
- [47] Subsection 28(1) of the *Residential Tenancy Act* (the "Act") states:
- A landlord shall provide and maintain the residential property in a state of 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.*
- [48] Further, subsection 9(c) of the *Public Health Act Rental Accommodation Regulations* states:
- The owner of any dwelling shall, when necessary*  
*(c) take necessary precautions and undertake necessary treatment to prevent or*  
*eliminate infestations by cockroaches, bedbugs, fleas, silverfish, weevils, flies,*  
*rats, mice and any or all other pests.*
- [49] The Landlord was aware of bedbugs in the Residential Property since October of 2023. The Representative attempted to address the infestation directly instead of immediately hiring a professional pest remediation company. It appears to the Officer that the bedbug infestation in the Unit from January to June of 2024 could have been avoided had the Representative immediately hired a professional pest control company in October of 2023 for the Residential Property.
- [50] The Representative's arguments attempt to shift responsibility for the infestations from the Landlord to the Tenant.

- [51] Firstly, The Representative argued that the Tenant is responsible for bringing bedbugs into the Residential Property. However, it appears to the Officer that this assertion is speculative.
- [52] The Tenant provided evidence that there were bedbugs in other units of the Residential Property before bedbugs were discovered in the Unit. In a multi-unit building it is often difficult to determine the original source of an infestation. There is no expert evidence stating that the Tenant was responsible for bringing bedbugs into the Residential Property. Based upon the evidence presented, the Officer cannot conclude that the Tenant was responsible for bringing bedbugs into the Residential Property.
- [53] Secondly, the Representative argued that the bedbug infestation could have been resolved if the Tenant allowed the Representative and her assistant to spray the Unit. However, it appears to the Officer that the Tenant had valid safety concerns for denying the Representative access to the Unit for the non-professional spraying of the Unit.
- [54] During the hearing the Representative admitted that her assistant did not work for a pest control company and did not have training in pest remediation. The Officer is not satisfied that the Representative or her assistant were qualified to safely remediate the bedbug infestation in the Residential Property. In particular, there were elevated safety concerns because the Tenant has young children and the Tenant was pregnant.
- [55] The Officer's finding is consistent with the Report issued by Environmental Health, which contained the following requirements for the Representative:
- *Cease the application of over the counter pesticides as they may pose a health risk to occupants.*
  - *A professional pest control company to be contracted to treat [the Unit] and assess all adjoining units (all units to the left, right, above, below and across) for potential infestation. If an infestation is found, those units must be treated, and all adjacent units of affected units to be assessed.*
- [56] Thirdly, the Representative argued that the Tenant is responsible for the bedbug infestation based upon the Letter from the professional pest control company (EP 153 and 154). The Officer has reviewed the Letter and it does not support the Representative's assertion.
- [57] The Landlord did not have a professional pest control company treat the Unit until June 10, 2024 and the infestation was not going to safely resolve until it was professionally treated. The Tenant provided evidence that they were instructed by the pest control company not to dispose of personal property unless bedbugs remained after the third spray, which only occurred on June 24, 2024. The Tenant provided evidence that they later disposed of a significant amount of personal property and the Letter does not indicate that the pest control company has accessed the Unit since the third spray.
- [58] The Officer finds that the Landlord's delay in retaining a professional pest control company to treat the Unit's bedbug infestation significantly reduced the value of the tenancy agreement and inconvenienced the Tenant from January to June of 2024 (see clauses 85(1)(e) and (i) of the Act). The evidence establishes that the exposure to bedbugs over an extended period was highly disruptive to the Tenant and her family.
- [59] The Officer finds that reduction in the value of the tenancy agreement and the inconvenience to the Tenant regarding the bedbugs supports a 50% reduction to the Tenant's rent for the period of January to of June 2024, in the amount of \$4,635.00 (\$1,545.00 multiplied by 50.0% and multiplied by 6 months). The Tenant sought a 100% reduction of the rent, however, the Officer is not satisfied that the tenancy agreement had no value during this period.

- [60] The Tenant did not submit detailed evidence showing the value of the personal property that was disposed of due to the bedbug infestation. However, the Officer has reviewed the photographs and testimony provided and it appears to the Officer that, at the low end, the value of all the Tenant's disposed personal property was at least \$500.00 (see clause 85(1)(d) of the Act). These losses could have been avoided had the Landlord immediately hired a professional pest control company to investigate and treat the Residential Property. Therefore, the Officer also allows a claim for this additional amount.
- [61] The Tenant's evidence establishes that there have been rats on the Residential Property since at least sometime in April of 2024. The Representative attempted to address the infestation without directly hiring the services of a professional pest control company and the rat problem remained as of the end of July 2024. It does not appear to the Officer that the Landlord took adequate steps to address the rat problem as of July 30, 2024. It also does not appear to the Officer that the Tenant has caused the rats to infest the exterior of the Residential Property.
- [62] As a result of the Landlord's insufficient pest control measures, the tenancy agreement was devalued and the Tenant has been inconvenienced. This infestation affects the exterior of the Unit and, while still important, has a lesser impact compared to the bedbug infestation. The Officer finds that a claim of \$100.00 per month for the period of May to July of 2024 is supported by the evidence presented, in the total amount of \$300.00.
- [63] The Tenant has established a \$4,635.00 claim for the bedbug infestation, a \$500.00 claim for disposed property, and a \$300.00 claim for the rat infestation, in the total amount of \$5,435.00.

#### CONCLUSION

- [64] The Application is allowed in part.
- [65] The Landlord must pay the Tenant \$5,435.00 by the deadline below.
- [66] The Landlord and the Tenant must comply with the requirements in the Report stated below.

#### IT IS THEREFORE ORDERED THAT

1. The Landlord must pay the Tenant compensation in the amount of \$5,435.00 by October 22, 2024.
2. The Landlord must comply with the requirements contained in the Report issued by Environmental Health dated June 3, 2024.
3. The Tenant must comply with all direction from the pest control company as it pertains to adequate and thorough treatment of the Unit.

**DATED** at Charlottetown, Prince Edward Island, this 27th day of September, 2024.

(sgd.) Andrew Cudmore

Andrew Cudmore  
Residential Tenancy Officer

**NOTICE**

**Right to Appeal**

This Order can be appealed to the Island Regulatory and Appeals Commission (the “Commission”) by serving a Notice of Appeal with the Commission and every party to this Order within **20 days of this Order**. If a document is sent electronically after 5:00 p.m., it is considered received the next day that is not a holiday. If a document is sent by mail, it is considered served on the third day after mailing.

**Filing with the Court**

If no appeal has been made within the noted timelines, this Order can be filed with the Supreme Court of Prince Edward Island and enforced as if it were an order of the Court.