



# Civil Resolution Tribunal

Date Issued: June 15, 2024

File: SC-2023-004962

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Fraser v Niessen*, 2024 BCCRT 546

BETWEEN:

SHARON MARIE FRASER

**APPLICANT**

AND:

KRISTEN NIESSEN

**RESPONDENT**

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## REASONS FOR DECISION

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Tribunal Member:

Deanna Rivers

## INTRODUCTION

1. This is a dispute about bed bugs.
2. The applicant, Sharon Fraser, says that they had to pay for expenses relating to bed bugs in the home they lived in with the respondent, Kristen Niessen. They ask that Ms. Niessen pay them \$895.29 for personal items, the cost of an exterminator, and

cleaning supplies. Ms. Niessen says she was not responsible for the bed bugs, and that she hired an exterminator.

3. Each party is self-represented.

## **JURISDICTION AND PROCEDURE**

4. These are the formal written reasons of the Civil Resolution Tribunal (CRT). The CRT has jurisdiction over small claims brought under section 118 of the *Civil Resolution Tribunal Act* (CRTA). Section 2 of the CRTA states that the CRT's mandate is to provide dispute resolution services accessibly, quickly, economically, informally, and flexibly. In resolving disputes, the CRT must apply principles of law and fairness.
5. Section 39 of the CRTA says the CRT has discretion to decide the format of the hearing, including by writing, telephone, videoconferencing, email, or a combination of these. Here, I find that I am properly able to assess and weigh the documentary evidence and submissions before me. Further, bearing in mind the CRT's mandate that includes proportionality and a speedy resolution of disputes, I find that an oral hearing is not necessary in the interests of justice.
6. Section 42 of the CRTA says the CRT may accept as evidence information that it considers relevant, necessary, and appropriate, whether or not the information would be admissible in court.
7. Where permitted by section 118 of the CRTA, in resolving this dispute the CRT may order a party to do or stop doing something, pay money or make an order that includes any terms or conditions the CRT considers appropriate.
8. In general, the CRT does not have jurisdiction over residential tenancy disputes as these are decided by the Residential Tenancy Branch (RTB) under the *Residential Tenancy Act*. However, the RTB does not take jurisdiction over roommate disputes. I find that the parties were roommates, and this dispute falls within the CRT's small claims jurisdiction for debt and damages as set out in section 118 of the CRTA.

## **ISSUES**

9. The issue in dispute is whether Ms. Niessen is responsible for the bed bugs in the home, and if so, whether Ms. Niessen owes the applicant for the amounts they paid for the exterminator, cleaning, and supplies.

## **EVIDENCE AND ANALYSIS**

10. In a civil proceeding like this one, the applicant must prove their claims on a balance of probabilities, meaning more likely than not. I have considered all the parties' submissions and evidence but refer only to the evidence and argument that I find relevant to explain my decision.
11. The parties agree that:
  - a. The applicant rented a room in Ms. Niessen's home.
  - b. Bed bugs were found in the home in mid-June 2022.
  - c. The applicant moved out mid-July 2022.
12. The applicant says that Ms. Niessen's son brought the bed bugs into the home when he moved in in June 2022, as they had not seen them before this. Ms. Niessen says the bed bugs were there before her son moved in, but that she thought they were fleas. There is no evidence of where the applicant first noticed them, other than the bed bugs were in their bed.
13. Ms. Niessen says that she was told of the bed bugs when she returned to the home on July 22, 2022. She says she immediately contacted the exterminators. The applicant disputes this. Emails between Ms. Niessen and the strata confirm that exterminators were contacted. I find the exact date is not relevant as the applicant had moved out of the home before the exterminator came.
14. Ms. Niessen says that the exterminator found bugs in the applicant's room, her own room, and the couch. She says there were no bed bugs in her son's room. However,

she did not provide a statement by the exterminator. Nothing turns on whether the exterminator found bugs in the son's room or not.

15. While not explicitly framing it this way, I find the applicant claiming that Ms. Niessen was negligent in allowing the bed bugs to infest the home.
16. The underlying basis for the applicant's claim is their belief that Ms. Niessen's son brought the bed bugs into the home. The nature of a bed bug infestation makes it difficult to discern the source of the bugs. I do not agree with the applicant that the timing alone makes it obvious that Ms. Niessen's son was the bedbug's source. Rather, I find that the question of where the bed bugs came from is a technical one that requires expert evidence, such as from a pest control professional. The applicant did not provide any expert evidence. Without that, I cannot find Ms. Niessen responsible for the bedbug's existence in the home.
17. I also find that the applicant has not met the burden of proving that Ms. Niessen acted unreasonably. Rather, the evidence before me suggests that Ms. Niessen took reasonable steps when she found out about the bed bugs to have them exterminated. There is no evidence that Ms. Niessen was negligent in any way that caused the bed bug infestation.
18. Even had I found that Ms. Niessen acted negligently, the applicant has not proved that they sustained damage. They provided no evidence that the bed bugs damaged the claimed items, of the necessity for the other claimed items, or for an exterminator to confirm there were no bed bugs at their new home. They provided no receipts other than for the exterminator.
19. I dismiss their claim and this dispute.

### ***Interest, Fees, and Dispute Related Expenses***

20. Under section 49 of the CRTA and CRT rules, the CRT will generally order an unsuccessful party to reimburse a successful party for CRT fees and reasonable dispute-related expenses. I see no reason in this case not to follow that general rule.

As the applicant was not successful, I do not order reimbursement of their tribunal fees. Ms. Niessen did not pay fees or claim expenses.

**ORDER**

21. I dismiss the applicant's claim and this dispute.

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Deanna Rivers, Tribunal Member