



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, MNDC, FF, MNR, MNSD, OPR

Introduction

Some documentary evidence and written arguments has been submitted by the parties prior to the hearing. I have thoroughly reviewed all submissions.

I also gave the parties the opportunity to give their evidence orally and the parties were given the opportunity to ask questions of the other parties.

All testimony was taken under affirmation.

Issue(s) to be Decided

This decision deals with two applications for dispute resolution, one brought by the tenant and one brought by the landlords. Both files were heard together.

The tenants application is a request to cancel a Notice to End Tenancy, a request for a monetary order for \$1700.00 and a request for a an order for recovery of the \$50.00 filing fee.

The Landlord's application is a request for an Order of Possession, a request for a monetary order for \$1550.00, a request for recovery of the filing fee of \$50.00, and a request to retain the full security deposit towards the claim.

Background and Evidence

At the beginning of the hearing the parties informed me that the tenants vacated the rental unit at the end of May 2011, and therefore the landlord is withdrawing the request for an order possession, and the tenant is withdrawing a request to cancel a Notice to End Tenancy.

The landlord also stated that they are reducing their claim to \$300.00 plus the \$50.00 filing fee.

The tenant testified that:

- They had a problem with a mouse infestation for a good portion of the tenancy, and the tenant above them had a bedbug infestation.
- There is also a problem with a lack of heat, and an electrical outlet in the kitchen that did not work.

Due to these problems the tenant is requesting an order as follows for loss of use and enjoyment:

Bedbug and mouse infestation-\$150.00 a month for 3 1/2 months	\$525.00
Non-functioning electrical outlet \$100.00 a month for 3 1/2 months	\$350.00
Filing fee	\$50.00
Total	\$1450.00

The landlords testified that:

- They were unaware of the mouse infestation and the bedbug infestation until the tenant upstairs inform them of the problem, and within two days of becoming aware of the problem they had an expert come in to deal with both of these problems.

- The tenant did not cooperate with the professional brought into deal with the bedbugs and the mice, and as a result it made it difficult to rectify the problem.
- The tenants never made them aware of a problem with the heating or the electrical outlet.
- When the tenants vacated they still owed \$250.00 in rent for the month of May 2011, and \$50.00 and utilities for the month of May 2011.

The landlords are therefore asking that the tenant's application be dismissed in full, and that the tenant be held responsible for the outstanding rent and utilities plus their filing fee.

Analysis

It is my decision that the tenant does not have a claim for loss of use and enjoyment, because the tenant did not make the landlords aware of any problems in the rental unit, and when the landlord did become aware of the problems with mice and bedbugs, the landlords dealt with the problem within a reasonable timeframe.

I therefore will not allow the tenants claim for compensation and it is my decision that the tenants must bear the cost of the filing fee that they paid for dispute resolution.

It is also my decision that the tenants are liable for rent and utilities up to the end of May 2011 when they vacated. I therefore allow the landlords full reduced claim.

I further order that the tenants bear the cost of the filing fee that the landlord paid for dispute resolution.

Conclusion

The tenant's application is dismissed in full without leave to reapply.

I have allowed the landlord's full reduced claim of \$350.00 and therefore I order that the landlord may retain the full security deposit of \$300.00, and I have issued a monetary order in the amount of \$50.00.

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: June 09, 2011.

Residential Tenancy Branch