



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, MND, MNDC, FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the Landlord for a monetary order for damage to the rental unit, compensation under the Act and the tenancy agreement, an order to retain the security deposit in partial satisfaction of the claim and to recover the filing fee for the Application.

An Agent for the Landlord appeared, gave affirmed testimony and was provided the opportunity to present their evidence orally and in written and documentary form, and to make submissions to me.

The Agent testified and submitted documentary evidence that the Tenant was served with the Notice of Hearing and Application by registered mail, sent on February 14, 2012, to the forwarding address provided by the Tenant. The Agent further testified that the evidence of the Landlord was sent by registered mail on February 20, 2012. Under the Act, mail sent in this manner is deemed served five days later. Despite this the Tenant did not appear at the hearing. I find the Tenant has been duly served in accordance with the Act.

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.

Issue(s) to be Decided

Is the Landlord entitled to monetary compensation from the Tenant?

Background and Evidence

This tenancy began on September 1, 2010, with the parties entering into a written tenancy agreement. The monthly rent was \$600.00 and the Tenant paid a security deposit of \$300.00 on August 25, 2010.

The Tenant gave the Landlord a Notice to End Tenancy and vacated the rental unit on or about January 31, 2012.

The Landlord alleges it has incurred costs to clean and repair the rental unit due to the condition it was left in by the Tenant.

The Landlord claims the Tenant caused bed bugs to infest the rental unit and a pest control company was required to treat the unit, at a cost of \$336.00. The Landlord alleges the Tenant brought the bed bugs into the rental unit by bringing in used items which were infested, such as furniture or other items from a second hand store.

In evidence the Landlord has also supplied a record of other renters who occupied the rental unit for the four years prior to the Tenant occupying. This also indicates the rental unit was vacant for two months prior to the Tenant moving in. The record notes events and charges for the rental unit. In the past four years there is no mention of bed bugs for this rental unit. The Agent for the Landlord also testified that no other rental unit complained of bed bugs at the time the subject rental unit was treated.

The Landlord also claims \$50.00 for the repair and patching of holes in a wall at the rental unit caused by the Tenant, \$40.00 to remove an old stereo cabinet left behind by the Tenant, and \$25.00 to remove a litter box, also left by the Tenant.

In support of these claims the Landlord has supplied documentary evidence, such as photographs, invoices and tenancy documents.

Analysis

Based on the above, the uncontradicted testimony, evidence and photographs, and on a balance of probabilities, I find that the Tenant has breached section 37 of the Act by failing to leave the rental unit undamaged.

I find the Tenant caused an infestation of bed bugs in the rental unit, caused holes in a wall, and failed to remove items, all of which has caused the Landlord to suffer a financial loss.

Section 67 of the Residential Tenancy Act states:

Without limiting the general authority in section 62(3) [*director's authority*], if damage or loss results from a party not complying with this Act, the regulations or a tenancy agreement, the director may determine the amount of, and order that party to pay, compensation to the other party.

I find that the Landlord has established a total monetary claim of **\$501.00** comprised of the above described amounts and the \$50.00 fee paid for this application.

I order that the Landlord retain the deposit of **\$300.00** in partial satisfaction of the claim and I grant the Landlord an order under section 67 for the balance due of **\$201.00**.

This order may be filed in the Provincial Court (Small Claims) and enforced as an order of that Court.

This decision is final and binding on the parties, unless otherwise provided in the Act, and 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: April 17, 2012.

Residential Tenancy Branch