



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding HOMELIFE PENINSULA PROPERTY MANAGEMENT  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MND, MNDC, MNSD, O, FF

### Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* ("the Act") for:

- a monetary order for unpaid rent, damage or loss pursuant to section 67;
- authorization to retain all or a portion of the tenants' security deposit in partial satisfaction of the monetary order requested pursuant to section 38; and
- authorization to recover the filing fee for this application from the tenants pursuant to section 72.

The tenants did not appear. The landlord was given full opportunity to be heard, to present evidence and to make submissions. The landlord gave sworn testimony that she personally served the tenants with the Application for Dispute Resolution hearing package on August 21, 2015. I accept that the tenant was duly served with the Application for Dispute Resolution hearing package.

The landlord testified that further evidence submitted with respect to this application was served to the tenants by sending it by regular mail on January 28, 2015.

### Issues to be Decided

Is the landlord entitled to a monetary award for unpaid rent and for damage arising out of this tenancy? Is the landlord entitled to retain all or a portion of the tenants' security deposit towards any monetary award? Is the landlord entitled to recover the filing fee for this application from the tenants?

### Background and Evidence

The landlord gave evidence that the residential tenancy agreement for the premises began October 1, 2013. The rental amount for this unit was \$1550.00. The landlord testified that she continued to hold the \$775.00 security deposit that the tenants paid on

September 13, 2013. The landlord testified that the tenants vacated the rental unit on August 31, 2014. The fixed term tenancy was scheduled to end on September 30, 2014.

The landlord has applied for a monetary order with respect to damage and loss as a result of the tenancy. She seeks to retain the tenants' security deposit in partial satisfaction of that order. The landlord provided documentary evidence, including the residential tenancy agreement and the condition inspection reports from the tenancy in support of her application for a monetary order of \$4883.05.

The landlord testified, as the condition inspection report reflects, that the rental unit was left in very poor condition. She testified that the entire unit was very dirty and that the unit was infested with both bed bugs and cockroaches. She further testified that a large amount of cleaning, repair and restoration had to be undertaken in the wake of this tenancy. The landlord testified that the tenants were present for both move-in and move-out inspections. Her testimony is supported by her documentary evidence showing signed reports.

Within the condition inspection report, most items on move-in were marked as being in good condition. On move-out, most items were marked dirty or noted damage, including stains on the carpet and chips in the walls. The tenants marked the "no" boxes beside the questions, "carpet cleaning receipt" and "removed all my possessions". Above the signature of the tenants on the move-out condition inspection report, it is written,

*Infested with bugs/cockroaches, bedbugs, lots of Garbage everywhere  
Carpets were stained [ruined], reeks of dog urine*

The landlord testified that the infestation of bed bugs and cockroaches in the rental unit required that the hired cleaners attended the unit on more than one occasion. After further infestation was discovered in the unit by the cleaners, the unit was fumigated. Fumigation took place on four occasions. The landlord testified that the carpets and baseboards had to be removed from the rental unit because of the bed bug and cockroach carcasses that remained attached to these surfaces. The landlord testified that the carpets were replaced and the walls were painted. She also testified that the dishwasher had to be removed as it was filled with cockroaches.

The landlord testified that, while an infestation was noted on the condition inspection report, the landlords were unaware of the extent of the infestation until they began to clean the rental unit. She testified that the owner had intended to sell the property but that prospect is now delayed substantially. She testified that no other units were infested with bed bugs or cockroaches within the residential premises.

The landlord submitted receipts and invoices as follows;

Item	Amount
Removal of rubbish left by tenants as well as Clean Patio as well as Replace mailbox lock	\$238.35
Cleaning services from Aug 7 & Sept 15, 2014	1000.00
Painting	1548.75
Dishwasher purchase	298.04
Installation of dishwasher	170.10
Remove carpet and baseboards	641.81
Pest control services x 4	861.00
Filing fee for this application	50.00
<b>Total sought by landlord</b>	<b>\$4808.05</b>

### Analysis

Section 67 of the *Act* allows an arbitrator to determine the amount of damage or loss results from one party not complying with the *Act*, the regulations or a tenancy agreement and order that party to pay, compensation to the other party.

In this application, the landlord has provided evidence to support the claim that damage was caused to the rental unit and cost to the landlord because of the tenants' failure to comply with their tenancy agreement and the *Act* generally. The undisputed sworn testimony of the landlord is that the tenants did not report any damage or problems with the condition of the rental unit during their tenancy. She testified that, only on move-out condition inspection did she discover that there were bed bugs in the suite.

Section 32 of the *Act* provides the obligations of both a landlord and a tenant. A tenant is responsible to maintain reasonable health, cleanliness and sanitary standards throughout the rental unit and repair damage to the rental unit that is caused by the actions or neglect of the tenant or a person permitted on the residential property by the tenant. The landlord provided sworn, undisputed testimony, supported by documentary evidence, including comprehensive condition inspection reports that indicate an infestation of bed bugs and dirty condition of almost all of the items listed on the report. As well, there is damage identified. For example, the report notes pet stains on carpets and chips in the walls.

The landlord has shown, with undisputed evidence and on a balance of probabilities, that the tenants were responsible or at least negligent with respect to their tenant obligations. The landlord's evidence submitted shows that the tenants were aware of the issues at the end of tenancy and took no steps to address them. The tenants are required under the *Act* to leave the rental unit relatively clean and neat. This was also not done.

Policy Guideline No. 40 provides that,

When applied to damage(s) caused by a tenant, the tenant's guests or the tenant's pets, the arbitrator may consider the useful life of a building element and the age of the item. Landlords should provide evidence showing the age of the item at the time of replacement and the cost of the replacement building item. That evidence may be in the form of work orders, invoices or other documentary evidence.

If the arbitrator finds that a landlord makes repairs to a rental unit due to damage caused by the tenant, the arbitrator may consider the age of the item at the time of replacement and the useful life of the item when calculating the tenant's responsibility for the cost or replacement.

Under this Policy Guideline, a dishwasher should have a useful life of approximately 10 years. The evidence provided by the landlord shows that the dishwasher was at least 3 years old but that it had been in good, working condition when the tenants moved in. The landlord testified that, when the tenants moved out, the appliance was infested with cockroaches and had to be replaced to eliminate the pest problem. The landlord seeks \$298.04 to buy a replacement dishwasher and \$170.10 to install that dishwasher. I find the landlord was required to replace the dishwasher, based on the conditions created by the tenants. I find the landlord entitled to \$298.04 to replace the dishwasher in total. I find the landlord is not entitled to the amount of the installation cost as the dishwasher had some reduction in its life of more than 30% from normal wear and tear prior to and during the course of this tenancy.

Under the Policy Guideline 40, a carpet should have a useful life of approximately 10 years. The landlord's testimony, supported by her documentary evidence including invoices, shows that the rental unit was infested by bed bugs. She testified that the carpets were covered in bed bug skeletons and that the pest control company advised removal of all items with bed bug remnants. The carpet was at least three years old. The condition inspection report indicated that the carpet was somewhat dirty on move-in. Based on the undisputed evidence of the landlord, I find that the landlord is entitled to 70% of the cost of re-carpeting and related repairs; \$449.26.

The Policy Guideline indicates that interior painting should have a useful life of approximately 4 years. The tenants resided in the rental unit from October 2013. The condition inspection report indicated that the walls and ceiling of the rental unit were in good condition on the tenants' move-in however it did reflect some nail holes and other marks on walls. It had not been freshly painted on move-in of the tenants two years ago. The landlords were unable to provide testimony as to when the interior had been painted last. Given that the rental unit would likely have needed repainting within a year, under the useful life guidelines, I find that the landlord is entitled to 25% of the amount sought for painting the rental unit; \$387.18.

The landlord has provided undisputed evidence that there was substantial rubbish to be removed from the rental unit and that the mailbox was removed. The cost for addressing those two items, and cleaning the patio was \$238.35. I find this cost is reasonable and the landlord is entitled to recover the cost, based on her testimony regarding the condition the tenants left the rental unit in.

Based on the landlord's evidence in testimony and documents, I find that the landlord is entitled to recover the \$1000.00 cost of cleaning. A tenant has an obligation to leave the rental unit neat and clean at the end of tenancy. The landlord's testimony is that the cleaning company had to come in more than once given the pest problems in the rental unit after the tenants vacated.

Based on the landlord's undisputed evidence, supported by the documentary materials, that the tenants' rental unit was infested with both bed bugs and cockroaches, and that no other rental units were affected, I find that the landlord is entitled to recover costs to fumigate and undergo pest control treatments in the rental unit. The landlords are entitled to \$861.00 with respect to pest control.

The landlord's application included a cost of \$125.00 in late fees. I was provided insufficient evidence to support this portion of the application. I dismiss the landlord's application with respect to the recovery of late fees without leave to reapply.

The landlord testified that she continues to hold a security deposit of \$775.00 plus any interest from October 1, 2013 to the date of this decision for this tenancy. There is no interest payable for this period. Pursuant to section 72 of the *Act*, I will allow the landlord to retain the security deposit to offset part of the monetary award.

As the landlord was successful in this application, I find that the landlord is entitled to recover the \$50.00 filing fee paid for this application.

Conclusion

I issue a monetary Order in favour of the landlords against the tenants in the amount of \$2508.83 as follows;

Item	Amount
Removal of rubbish left by tenants + Clean Patio + Replace mailbox lock	\$238.35
Cleaning services - Aug 7 & Sept 15 2015	1000.00
Painting	387.18
Dishwasher	298.04
Remove carpet and baseboards	449.26
Pest control services x 4	861.00
Less Security Deposit	-775.00
Filing fee for this application	50.00
<b>Monetary Order</b>	<b>\$2508.83</b>

The landlord is provided with formal Orders in the above terms. Should the tenant(s) fail to comply with these Orders, these Orders may be filed and enforced as Orders of the Provincial Court of British Columbia.

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: March 19, 2015

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Residential Tenancy Branch

