



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding WING LEE HOLDINGS LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNDCL FFL

Introduction

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

- A monetary award for damages and loss pursuant to section 67; and
- Authorization to recover the filing fee from the tenant pursuant to section 72.

The tenant did not attend this hearing which lasted approximately 15 minutes. The teleconference line was left open for the duration of the hearing. The corporate landlord was represented by its agent (the "landlord") who was given a full opportunity to be heard, to present their sworn testimony, to make submissions, to call witnesses.

The landlord testified that the application for dispute resolution of July 16, 2018 and evidence was served on the tenant by registered mail sent on July 20, 2018. The landlord provided a Canada Post tracking number as evidence of service. Based on the evidence I find that the tenant was deemed served with the application and evidence in accordance with sections 88, 89 and 90 of the *Act* on July 25, 2018, five days after mailing.

Issue(s) to be Decided

Is the landlord entitled to a monetary award as claimed?

Is the landlord entitled to recover the filing fee from the tenant?

Background and Evidence

The landlord gave undisputed evidence regarding the following facts. This periodic tenancy began in September, 2017 and ended on October 31, 2018. A security deposit of \$475.00 is held by the landlord. The rental unit is a suite in a multi-unit building with 64 suites. The tenant abandoned the rental unit and did not provide a forwarding address as at the date of the hearing.

On May 27, 2018 a neighboring suite reported bedbugs. The landlord investigated and engaged a pest control company to inspect the building. The inspection found that the rental unit was also infected with bedbugs and the tenant informed the landlord that the issue had been ongoing for several months. The pest control company provided a written report which was submitted into evidence, which states that the probable cause of the bedbugs in the building is the tenant's suite.

The landlord incurred costs for treatment of the bedbugs in the amount of \$816.90. The landlord submitted the invoices for the pest control treatment. The landlord submits that had the tenant informed the landlord of the bedbugs in a timely manner the infestation could have been dealt with and would not have spread to neighboring suites.

Analysis

Section 67 of the *Act* allows me to issue a monetary award for loss resulting from a party violating the *Act*, regulations or a tenancy agreement. In order to claim for damage or loss under the *Act*, the party claiming the damage or loss bears the burden of proof. The claimant must prove the existence of the damage/loss, and that it stemmed directly from a violation of the agreement or a contravention on the part of the other party. Once that has been established, the claimant must then provide evidence that can verify the actual monetary amount of the loss or damage. The claimant also has a duty to take reasonable steps to mitigate their loss.

I accept the evidence of the landlord that there was a bedbug infestation in some of the rental suites in the building which necessitated treatment. I accept the landlord's evidence that the cost of treatment was \$816.90. The landlord has provided written reports from the pest control company which concludes that the infestation was a result of the tenant failing to take action within a reasonable timeframe. I accept the undisputed evidence that the spread of bedbugs in the rental building is a result of the tenant's failure to act reasonably and report the issue to the landlord for at least 60

days. Therefore, I find that the landlord is entitled to a monetary award in the amount of \$816.90 for losses incurred due to the negligence of the tenant.

As the landlord's application was successful the landlord is also entitled to recover the \$100.00 filing fee.

In accordance with sections 38 and the offsetting provisions of 72 of the *Act*, I allow the landlord to retain the tenant's \$475.00 security deposit in partial satisfaction of the monetary award issued in the landlord's favour.

Conclusion

I issue a monetary order in the landlord's favour in the amount of \$441.90 under the following terms:

| Item | Amount |
|-----------------------------|-----------------|
| Cost of Pest Control | \$816.90 |
| Filing Fee | \$100.00 |
| Less Security Deposit | -\$475.00 |
| Total Monetary Order | \$441.90 |

The tenant must be served with this Order as soon as possible. Should the tenants fail to comply with this Order, this Order may be filed in the Small Claims Division of the Provincial Court and enforced as an Order of that Court.

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: November 22, 2018

Residential Tenancy Branch