



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards
Ministry of Housing and Social Development

Decision

Dispute Codes: MNDC RP FF

Introduction

This hearing dealt with an application by the tenant for an order for repairs and a monetary order for compensation for damage or loss under the Act, regulation or tenancy agreement. The tenant indicated that he has moved out of the rental unit, and on that basis he withdraws the portion of his claim relating to the order for repairs. Despite having been served with the application for dispute resolution and notice of hearing by registered mail on August 20, 2008, the landlord did not participate in the conference call hearing.

Issue(s) to be Decided

Is the tenant entitled to monetary compensation in the amounts claimed?

Background and Evidence

The tenancy began on July 1, 2008. At the outset of the tenancy, the landlord told the tenant that he would have to pay the previous tenant \$5 for a laundry card, which the tenant did. On move-out, however, the landlord denied having advised the tenant to pay for the laundry card and refused to reimburse the tenant for the laundry card.

Very shortly after moving in, the tenant noticed a problem with pests, and he notified the landlord. On July 11, 2008 the landlord arranged for a pest control company to fumigate the apartment. However, the tenant was required to pay the pest control bill of \$57.75, and the landlord did not reimburse the tenant. For a few days after the

fumigation, the tenant and his wife suffered itching as a result of the chemicals used. The tenant has claimed \$300 as compensation for itching.

Also shortly after moving in the tenant noticed a strong smell of dog urine emanating from the carpets. The tenant took several steps to attempt to remove the odour but was unsuccessful. The tenant then notified the landlord in writing of the odour, but the landlord refused to do anything about it. The tenant felt he had no recourse but to move out of the apartment, which he did on July 31, 2008. Because the tenant had to cancel the hydro account for the rental unit and set up a new account for his new residence, he incurred a hook-up charge of \$12. He also incurred moving costs of \$160.

Analysis

I find that the tenant is entitled to \$5 for the laundry card and \$57.75 for fumigation. I find that the tenant has not provided adequate evidence to support his claim regarding the itching suffered after the fumigation, and I therefore dismiss that portion of the tenant's claim. The tenant chose to move out rather than pursue a repair order, and I therefore dismiss the tenant's claims for moving and hydro costs. As the tenant's application was partly successful, he is entitled to recovery of half his filing fee, in the amount of \$25, for a total amount of \$87.75.

Conclusion

I grant the tenant an order under section 67 for the balance due of \$87.75. This order may be filed in the Small Claims Court and enforced as an order of that Court.

Dated September 15, 2008.