



Dispute Resolution Services

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

Decision

Dispute Codes: MNDC FF

Introduction

This hearing dealt with an application by the landlord for a monetary order for money owed by the tenants. The landlord's agent and the tenants appeared and gave affirmed testimony in the teleconference hearing.

Issue(s) to be Decided

- Is the landlord entitled to monetary compensation as claimed?

Background and Evidence

The tenancy in the rental unit in question began on April 1, 2008. The tenants had previously lived in another rental unit in the same building since 2005. On July 20, 2008 the tenants told the landlord that there were bedbugs in the rental unit. The landlord arranged for an exterminator to attend the next day. The landlord's testimony was that the tenants agreed to pay for the extermination but could not afford it at that time, so the landlord arranged to have the bill made out to the landlord so that the extermination could be carried out immediately. The tenants told the landlord that they first started noticing rashes about two weeks after they got a used headboard. The position of the landlord was that the tenants were the sole source of the bed bugs, specifically through the headboard, which was found to be heavily infected. The landlord further submitted that the rental unit did not have any bedbugs before the tenants moved in, and bedbugs were only ever found in the one room of the tenants' rental unit. In defense of the amount of the bill, the landlord stated that the rates for immediate extermination, and in an occupied suite, are comparable to the amount of the bill in question. The landlord claims against the tenant \$650 for the cost of the extermination, plus applicable taxes of

\$32.50 and interest of \$8.52, for a total of \$691.02, plus recovery of the \$50 filing fee for the cost of the application.

The response of the tenants was as follows. The tenants did not know where the bedbugs came from, the problem started before they got the headboard. The tenants believed that the landlord was responsible for the cost of the extermination. The tenants called around for quotes, and they believed they could have had the extermination done for half the cost.

Analysis

In considering all of the evidence, I find that on a balance of probabilities the used headboard was the source of the bedbugs, and the tenants are therefore responsible for the cost of the extermination. I accept the landlord's submission that the cost of exterminating immediately, and in an occupied suite, would be comparable to the bill in question. I further accept that the extermination needed to be carried out immediately. The landlord is not entitled to claim the interest on the bill, as the landlord could have mitigated this loss by paying the bill before interest had accumulated.

Conclusion

The landlord is entitled to \$682.50 for the cost of the extermination plus applicable taxes, as well as recovery of the \$50 filing fee. I grant the landlord an order under section 67 for the balance due of \$732.50. This order may be filed in the Small Claims Court and enforced as an order of that Court.

Dated: December 1, 2008.