



Dispute Resolution Services

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

DECISION

Dispute Codes: MNSD, MNDC and FF

Introduction

This application was brought by the landlord seeking a Monetary Order for damages to the rental unit, consequential loss of rent and recovery of the filing fee for this proceeding and authorization to retain the security and pet damage deposits in set off against the balance owed.

Issue(s) to be Decided

This matter requires a decision on whether the landlord has proven that the damages claimed did exist, that the tenants were responsible for the damages, and that the amount claimed is the cost incurred as a result

Evidence

This tenancy ran from June 5, 2006 to December 31, 2008. Rent was \$746 per month and the landlord hold a security deposit \$355 paid on May 27, 2006.

The tenancy ended on an Order of Possession issued on the landlord's application as a result of a bed bug infestation in the rental unit. The present application represents the landlord's claims for monetary compensation on the same pattern of facts.

During the hearing, the landlord gave evidence that, as a result of a bed bug infestation brought into the rental building by the tenants, and as a result of the tenants' failure to comply with treatment directions, the rental unit required a total of 11 treatments.

The landlord also stated that because the infestation continued at the end of the tenancy, carpets and baseboards had to be removed and holes put in the walls to permit fumigation of them.

Therefore, the landlord claims loss of rent for January 2009.

The landlord has agreed to absorb the cost of the carpets, baseboards and repairs and the cost of treating neighbouring units and common area, but claims the cost of treating the subject rental unit.

The landlord stated that eradication of the bed bug infestation could have been accomplished in far fewer treatments if the tenants had obeyed instructions given to them by the pest control company and reduced clutter in the rental unit.

The representative tenant stated that they had followed instructions, had disposed of affected furnishings as directed, and cooperated, although she noted she had experience respiratory discomfort from the treatments.

In challenging that position, the landlord pointed to one of the invoices that had been sent to the tenants for payment dated May 15, 2008 which was returned with the notation, signed by both tenants, "With regards to enclosed invoice, we did not ask for this, do not want it and we are not paying for it."

The tenant acknowledged having obtained used furniture from Ste. Vincent de Paul in the spring of 2008 and reported the bed bug problem shortly after.

However, the landlord stated that the tenants had failed to report subsequent recurrences making eradication far more difficult. He said that after one treatment, the pest control specialist had told him the bed was been severely infested.

In addition to the treatments, the landlord also claims \$60 for general cleaning and \$25 for drape cleaning.

Analysis

Section 32(2) of the *Act* states that a tenant must , “Maintain reasonable health, cleanliness and sanitary standards throughout the rental unit...”

I find that by their failure to closely monitor the rental unit for recurrence and report to the landlord in a timely fashion, and to diligently follow the guidelines provided by the pest control specialists, the tenants failed in their duty under section 32(2) of the *Act*.

As a result, the landlord incurred costs far beyond what was necessary and the risk to the other tenants was unnecessarily extended.

I find that the landlord’s costs were considerably greater than the present claim and that the landlord has attempted a measured approach to this claim for compensation.

Accordingly, I find that the tenants are responsible for the expenses claimed including the filing fee for this proceeding and authorization for the landlord to retain the security deposit, as follows:

Loss of rent for January 2009	\$746.00
Bed bug treatment (invoice provided)	357.00
Bed bug treatment (invoice provided)	89.25
Bed bug treatment (invoice provided)	194.25
Bed bug treatment (invoice provided)	105.00
Suite cleaning	60.00
Drape cleaning	25.00
Filing fee	50.00
Sub total	\$1,626.50
Less retain security deposit	- 355.00
Less interest (May 27, 2006 to date)	- 11.83
TOTAL	\$1,259.67

Thus, the landlord's copy of this decision is accompanied by a Monetary Order, enforceable through the Provincial Court of British Columbia, in the amount of \$1,259.67, for service on the tenants.

February 4, 2009.

Dispute Resolution Officer