

DECISION

Dispute Codes: DRI, MNDC, MNR, MNSD, SS, FF

Introduction

This hearing dealt with an application by the tenant 1) to dispute an additional rent increase; 2) for a monetary order for the amount of the security deposit, applicable accrued interest and double the security deposit; 3) for a monetary order for the costs of emergency repairs; and 4) for a monetary order for compensation for loss under the *Act*.

Issues to be Decided

- Whether there was an additional rent increase?
- Whether the tenant is entitled to a monetary order for the amount of the security deposit, applicable accrued interest and double the security deposit?
- Whether the tenant is entitled to a monetary order for the costs of emergency repairs?
- Whether the tenant is entitled to a monetary order for compensation for loss under the *Act*?

Background and Evidence

On April 14, 2006, the landlord collected a security deposit of \$400.00 from the tenant. The tenancy started on May 1, 2006. A monthly rent in the amount of \$800.00 was payable in advance on the first day of each month. On October 1, 2008, the tenant moved out of the rental unit due to problems she encountered with bed bugs in the unit.

Analysis

Issue #1 – Whether there was an additional rent increase?

The tenant is disputing an additional rent increase. Specifically, the tenant referred to a notice of rent increase issued by the landlord on June 29, 2007, notifying her that her rent would increase from \$800.00 to \$832.00 effective October 1, 2007. The tenant said that the \$32.00 increase had exceeded the allowable rent increase for 2007. I note that the said amount is equal to 4% which was the allowable increase for 2007. Based on the above, I find that there was no additional rent increase. Accordingly, I dismiss the tenant's application to dispute an additional rent increase.

Issue #2 – Whether the tenant is entitled to a monetary order for the amount of the security deposit, applicable accrued interest and double the security deposit?

The landlord said that she wanted to issue a partial refund of the security deposit to the tenant but the tenant did not provide a written forwarding address.

The tenant said that she did not agree to the landlord retaining a portion of her security deposit. At the outset of the hearing, the tenant said that she served the landlord with the application for dispute resolution and the notice of hearing by express post on February 2, 2009. I note that the above described documents do contain the tenant's forwarding address in writing.

Section 38 of the *Residential Tenancy Act* requires that 15 days after the later of the end of tenancy and the tenant providing the landlord with a written forwarding address, the landlord must repay the security deposit or make an application for dispute resolution. If the landlord fails to do so, then the tenant is entitled to recovery of double the base amount of the security deposit. I find that the tenancy ended on October 1, 2008, and that the tenant provided her forwarding address in writing to the landlord on February 2, 2009. I further find that the landlord has failed to repay the security deposit or make an application for

dispute resolution within 15 days of receiving the tenant's forwarding address in writing.

I find that the tenant has established a claim for the security deposit of \$400.00, accrued interest of \$13.58, and double the base amount of the security deposit in the amount of \$400.00, for a total of \$813.58.

Issue #3 – Whether the tenant is entitled to a monetary order for the costs of emergency repairs?

The tenant is seeking recovery of the costs of emergency repair in the amount of \$3295.23. On June 12, 2007, the tenant first reported to her doctor her suffering from certain symptoms. On the same day, she started fumigating her unit. On June 13, 2007, she told the building manager that there was some kind of infestation in her unit. No evidence was adduced to indicate that on this occasion, the tenant had requested for the landlord to investigate or to treat the problem. Instead, the tenant continued to treat her unit. Documents submitted show that the tenant had purchased pesticide sprays on 4 occasions for the period from June 12 to 23, 2007. The landlord said that the tenant did not notify management of possible bed bug problem until mid July, 2007. The tenant did not dispute the landlord's assertion in this regard. The landlord then contacted a pest control company who inspected the tenant's unit on July 30, 2007. In a resulting report that was submitted, the test control company stated that they did not find bed bug activities and made no recommendation for treatment. Documents submitted also show that the same pest control company conducted subsequent treatments and follow up treatments of the tenant's unit on December 18, 2007, January 2, May 9, May 23, October 6 and October 17, 2008. Yet, the tenant had purchased pesticides sprays on May 26, September 24 and October 14, 2008. No evidence was adduced to explain why the tenant had to treat her unit even when it was under treatment by a pest control company.

I have accepted that the treatment of bed bug infestation is an emergency repair as it was necessary for the health and safety of the tenant. Section 29 of the *Residential Tenancy Act* states that a tenant is entitled to reimbursement for emergency repairs only if these two conditions are met: a tenant must 1) make at least two attempts to contact the landlord for emergency repairs and 2) allow the landlord reasonable time to make the repairs. In this case, I find a lack of evidence to indicate that the tenant has fulfilled these two conditions. Instead, evidence adduced indicates that the tenant had treated her unit throughout the period from June 12, 2007 to October 14, 2008 despite the landlord's efforts to treat the problem. Based on the above, I find that the tenant is not entitled to any reimbursement for the costs of emergency repairs. I therefore dismiss the tenant's application for a monetary order for the costs of emergency repairs.

Issue #4 – Whether the tenant is entitled to a monetary order for compensation for loss under the *Act*?

The tenant maintained that due to the landlord's negligence in handling the bed bug infestation in the building, she had to discard all of her belongings. The tenant is seeking compensation for her loss under the *Act* and submitted an itemized list of her losses which totals to \$16,685.70. Specifically, the tenant said that the landlord failed to treat neighboring units when she first reported the infestation; the public areas were untreated; dry steam vacuum was not used; the treatment was minimal and sloppy; and fumigation was delayed. I find no evidence to confirm the appropriate procedures and treatments for bed bug infestation with exception of a news article submitted by the tenant. In this article, a representative of a pest control company stated that "Mechanical treatments such as the use of steam to kill eggs and vacuuming, are meeting with success, but must be combined with chemical treatments". I find this one quote to be insufficient in proving the appropriate procedures and treatments for bed bug infestation. I also find no evidence to support the tenant's assertion that all personal belongings must be discarded after a bed bug infestation. Based on

the above, I find that the tenant has not proven that the landlord has failed to comply with the *Act* or that her losses were a result of the bed bug infestation.

Conclusion

Based on the above, I find that the tenant has established a claim of \$813.58 as return of her security deposit, applicable accrued interest and double the base amount of the security deposit. The tenant is also entitled to recovery of her filing fee of \$50.00. I grant the tenant an order under section 67 for the balance due of \$863.58. This order may be filed in the Small Claims Court and enforced as an order of that Court.

Dated April 3, 2009