

## **DECISION**

Dispute Codes      MNSD, MNR, MNDC, FF

### Introduction

This hearing dealt with the Tenants' Application for Dispute Resolution, seeking monetary compensation under the Act or tenancy agreement, cost of emergency repairs and return of the security deposit and filing fee.

Both parties appeared, gave affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross-examine the other party, and make submissions to me.

### Issues(s) to be Decided

Are the Tenants entitled to monetary compensation from the Landlord?

### Background and Evidence

The Tenants and the Landlord entered into a written, one year term tenancy agreement, on August 4, 2008, and the tenancy began on August 12, 2008.

There were several items in the rental unit which required attention at the outset of the tenancy. A dishwasher had to be installed, the bathtub required some repairs, a towel rack was not assembled, the refrigerator was not cleaned and the pots and pans supplied were unsuitable.

Of more concern is that on or about August 20, 2008, the Tenants were bitten by bed bugs in the unit bed. The Tenants notified the Landlord and the Landlord was arranging for a pest control company to come in. Apparently the time the pest control unit was coming was inconvenient for the Tenants to do the necessary preparations for the spraying, and the Tenants arranged for their own pest control company to come in. The Tenants paid for this themselves, and the Landlord had also paid for a pest control service.

The Tenants then provided the Landlord with a Notice they were terminating the tenancy agreement and left the unit on August 22, 2008.

The Tenants are claiming \$278.25 for pest control, \$230.01 as payment for bedding they had to dispose of, \$2,000.00 for return of double the security deposit, \$100.00 for a key fob deposit, \$1,252.50 for return of rent paid, \$5,000.00 for personal injuries and mental stress suffered due to the bedbugs and \$50.00 for their filing fee.

The Landlord's position was that the Tenants owed the Landlord money for breach of the lease and damages, totalling some \$2,637.00. Nevertheless, the Landlord has not filed an Application for Dispute Resolution.

### Analysis

The only Application before me is that of the Tenants. The Landlord is able to file for Dispute Resolution, however, at the time of the hearing did not do so. Therefore, I am not addressing the issue of whether or not the Tenants had sufficient cause or right to end the tenancy agreement under the Act. That is not an issue relevant to the Application here, only to the potential claim by the Landlord.

I do not find that the Tenants should be compensated for the spraying of the unit. Once they informed the Landlord of the situation with the bedbugs, it was up to the Landlord to arrange for the spraying in a timely manner. I find the Landlord did so, therefore, it was not an emergency situation for the Tenants and they did not have to pay for pest control themselves. The Landlord is entitled under the Act to assume control of emergency situations. The Tenants failed to show the Landlord did not act in a timely fashion, and therefore, they must assume the cost of this themselves.

I also dismiss the claim of the Tenants for their bedding. The Tenants had insufficient evidence to show the cost of their bedding or that it had to be destroyed. In most cases washing bedding with bleach is the required treatment for bed bugs. The Tenants had no evidence that the bedding had to be destroyed.

The Landlord failed to return the security deposit or file an Application for Dispute Resolution to keep the security deposit within the fifteen days required under section 38 of the Act. Therefore, I allow this claim of the Tenants and will order the Landlord to pay the Tenants double the security deposit.

The Landlord claimed the Tenants did not pay the deposit for the key fob. The Tenants had insufficient evidence to show they had paid the deposit for the key fob, therefore, I dismiss this portion of their claim.

As for the return of their rent for August, I deny this portion of the claim as well. The Tenants had possession of the rental unit and must pay the Landlord rent for the month of August 2008. As discussed above, the issue here is not whether or not the Tenants had sufficient reasons or right to end the tenancy, as that issue should be dealt with under a different Application.

Lastly, I deny the claim for personal injuries or mental distress from the bed bug bites. While the Tenants had medical evidence to support the claim of bites, the Tenants had insufficient evidence to show the Landlord was negligent or had knowledge that the bed bugs were present in the rental unit.

### Conclusion

I find that the Tenants have established a total monetary claim of **\$2,031.27** comprised of \$2,000.00 for double the security deposit, \$6.27 in interest on the original amount held, and since they were only partially successful, I award \$25.00 of the fee paid by the Tenants for this application.

I grant the Tenants an order under section 67 for the balance due of **\$2,031.27**. This order may be filed in the Provincial Court (Small Claims) 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: May 20, 2009.

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Dispute Resolution Officer