

DECISION

Dispute Codes MNDC, FF

Introduction

A substantial amount of documentary evidence, photo evidence, and written arguments has been submitted prior to the hearing. I have thoroughly reviewed all submissions.

I also gave the applicant the opportunity to testify at the hearing.

The respondent was served with notice of the hearing by registered mail that was mailed on February 7, 2010, but did not join the conference call that was set up for the hearing.

All testimony was taken under affirmation.

Issues(s) to be Decided

This is a request for a monetary order for \$2220.00

Background and Evidence

The applicant testified that:

- There was a bed bug infestation in the suite next to his, which was supposed to be professionally treated but never was, and as a result the infestation spread to his suite on approximately July 1, 2009.
- After finding a live bedbug in his bed on July 1, 2009 he again requested in writing that his suite be treated for bedbugs however again his request was ignored and in fact the suite was not treated until approximately 4 weeks later.
- As a result of the infestation he ended up sleeping in a tent on his balcony for four weeks, had to have his duvet and pillows dry cleaned and had to dispose of some furniture that became infested with bedbugs.

The applicant is therefore requesting an order as follows:

dry cleaning duvet and pillows	\$80.00
Replacing loveseat	\$200.00
Replacing the wooden tabletop	\$40.00
Replacing two vintage chairs	\$100.00
Replacing mattress and foamy	\$350.00
Return of one month rent for loss of use	\$1400.00
Cost of two cans of bug spray	\$50.00
Filing fee for dispute resolution	\$50.00
Total	\$2270.00

Analysis

It is my decision that the landlord's failure to deal with a bedbug infestation within a reasonable timeframe has resulted in some losses to the tenant. I therefore will allow a portion of the tenants claim.

I accept the tenant's testimony that he had to have dry cleaning done and had to replace some furniture, however since he has supplied no evidence of the cost of replacement of that furniture I will not allow the full amount claimed. In the absence of any evidence of the replacement costs it is my decision that I will allow only 50% of the amount he has claimed for cleaning and furniture replacement.

Amount allowed for cleaning and furniture replacement \$385.00

The tenant is also failed to supply any evidence of the cost of the bug spray. I accept that he likely did have to use bug spray however, and therefore again I will allow 50% of the cost claimed for bug spray.

Amount allowed for bug spray \$25.00

I also accept that the tenant had a loss of use of the rental unit for a one month period; however he did not lose the full use of the suite, and still had the use of the kitchen facilities, bathroom facilities, etc. the tenants loss of use however was significant and therefore it is my decision that the landlord must return a two thirds of the amount of rent paid for the one month.

Amount of rent return ordered \$933.00

I also order that the landlord bear the \$50.00 cost of the filing fee that was paid for this hearing

Conclusion

I have issued an order for the respondent to pay \$1393.00 to the applicant.

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 07, 2010.

Dispute Resolution Officer