

DECISION

Dispute Codes MND, MNR, MNSD, MNDC, FF

Introduction

This hearing dealt with an application by the landlord for a monetary order for damage to the suite, unpaid rent or utilities, to keep all or part of the security deposit, money owed or compensation for damage or loss and recovery of the filing fee. Both parties participated in the conference call hearing.

Issues to be Decided

Is the landlord entitled to any of the above under the Act.

Summary of Background and Evidence

This tenancy started December 1, 2007 with rent of \$600.00, the tenant paid a security deposit of \$300.00 and a pet damage deposit of \$300.00.

The landlord testified that a move out inspection was completed with the tenant and that the tenant signed off on the move out inspection in both the 'I agree' and 'I do not agree' areas. The landlord stated that after the tenant vacated the rental unit and the new tenant moved in, the new tenant complained of a rash that was a result of having bedbugs in the rental unit.

The landlord subsequently had this rental unit and the rental unit above the tenant's treated for bedbugs as the upstairs unit was vacant. The landlord stated that the pest control company found bedbugs present in the tenant's rental unit but not the upstairs rental unit.

The landlord testified that the tenant left the utilities unpaid, damaged the rental unit, did not clean the carpet as required and that the rental unit had to be treated for bedbugs after the tenant had vacated. The landlord is claiming the following:

Unpaid Utilities	\$216.00
Doors, Stove Element, Track	\$218.22
Carpet Cleaning	\$111.94
Bed Bug Treatment	\$252.00
Total	\$798.16

The tenant testified that she had advised the landlord approximately 2 months prior to her vacating that she was suffering from a rash. The tenant stated that she initially thought the rash was mold related. The tenant stated that she believed the bedbugs was a result of the tenants in the upper rental unit subletting one of their bedrooms as it was shortly after the sublet tenant moved in that her rash appeared. The tenant stated that she had not had bedbugs prior to this occasion and that when she moved she had to dispose of her mattress.

The tenant stated that she does not dispute the balance of the landlord's claim regarding unpaid utilities, damage to the rental unit and cleaning costs but disputes the cost associated with treatment for the bedbugs as they did not originate in her unit.

Analysis

Based on the documentary evidence and undisputed testimony of both parties, I find on a balance of probabilities that the landlord has met the burden of proving that she has grounds for entitlement to a monetary order for unpaid utilities, damage to the rental unit and cleaning costs.

I do not find that the landlord has met the burden of proof regarding the origin of the bedbugs and this portion of the landlord's claim is dismissed without leave to reapply.

I find that the landlord has established a monetary claim for \$546.16.
The landlord is also entitled to recovery of the \$50.00 filing fee.

Conclusion

I find that the landlord has established a monetary claim for \$546.16 in unpaid utilities, damage to the rental unit and cleaning costs. The landlord is also entitled to recovery of the \$50.00 filing fee. I order the landlord pursuant to s. 38(4) of the Act to keep the tenant's \$300.00 security deposit and \$296.16 of the pet damage deposit in full satisfaction of the **\$596.16** claim ($\$546.16 + \$50.00 = \$596.16 - \$600.00 = -\3.84)

I hereby order the landlord to return the \$3.84 balance of the tenant's pet damage deposit to the tenant.

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: January 5, 2011

Dispute Resolution Officer