

## **DECISION**

**Dispute Codes:** CNC, MNDC, RR, FF

### **Introduction**

This hearing dealt with an application by the tenant for an order to set aside a notice to end tenancy. The tenant also applied for compensation, reduced rent and the filing fee. The notice of hearing was served on the landlord by registered mail. The landlord responded by filing his evidence at the Residential Tenancy Branch and serving copies of his evidence on the tenant. Despite having been served the notice of hearing, the landlord did not attend the hearing. The tenant attended the hearing and was given full opportunity to present evidence and make submissions.

### **Issue to be Decided**

Does the landlord have grounds to end this tenancy? Is the tenant entitled to compensation?

### **Background and Evidence**

The tenancy began on June 01, 2010, for a fixed term of one year. The monthly rent is \$1,850.00 payable on the first day of each month. On February 18, 2011, the landlord served the tenant with a notice to end tenancy for cause. The reasons for this notice are that the tenant has not done required repairs of damage to the unit and that the tenant breached a material term of the tenancy agreement. The landlord did not file any evidence to support the notice to end tenancy.

The tenant stated that in early November 2010, she found evidence of a bed bug. She reported it to the landlord who arranged for an inspection by the pest control company. This inspection was conducted on November 05, 2010. A visual inspection did not produce results. A canine inspection indicated that bedbugs were present in one area.

Treatments were ordered by the landlord and conducted during the month of December. The tenant stated that she bought vacuum sealed bags, tote boxes, laundry detergent etc to prepare for the treatments and missed work to allow the pest control staff access to the unit. The tenant stated that she had no intention of asking the landlord to reimburse her for the expense she incurred until she received a bill for the treatments along with a letter from the landlord, advising her to cover the cost of the treatment.

The tenant refused to pay for the pest control treatment and on February 18, 2011, the landlord served her with a notice to end tenancy. The tenant is claiming a total of \$200.88 for supplies purchased, \$223.99 for a mattress pad, \$910.00 for loss of wages and \$15.00 for excess hydro costs. The tenant has filed copies of hydro bills and receipts for the purchase of these items. The tenant has not filed any evidence to support her claim for loss of wages.

The tenant stated that she bought the vacuum bags and tote boxes upon the recommendation of the landlord. The tenant did not file any evidence to show that she was required to purchase these items to facilitate the treatment.

### **Analysis**

In order to support the notice to end tenancy, the landlord must prove at least one of the grounds alleged, namely that the tenant has not done required repairs of damage to the unit and that the tenant breached a material term of the tenancy agreement.

The landlord did not file any evidence to support the reasons for the notices to end tenancy and did not attend the hearing. Without other evidence to support the claim, the landlord has not met the burden of proof and therefore I allow the tenant's application and set aside the landlord's notice to end tenancy.

Section 32 of the *Residential Tenancy Act*, states that a landlord must provide and maintain residential property in a state of decoration and repair that complies with the health, safety and housing standards required by law and having regard to the age, character and location of the rental unit, make it suitable for occupation by a tenant.

In this case, the landlord is responsible for the cost of the treatment to eradicate the bed bugs.

The tenant has not filed adequate evidence to support her monetary claim. Therefore her claim for the purchase of items to prepare for the treatment of bed bugs and for loss of wages is dismissed. However, the tenant did suffer some expense and inconvenience due to the presence and the resulting treatment of the bedbugs.

*Residential Tenancy Policy Guideline #16* states that an arbitrator may award “nominal damages” which are a minimal award. These damages may be awarded where there has been no significant loss, but they are an affirmation that there has been an infraction of a legal right. In this case I find that the tenant is entitled to nominal damages and I award the tenant \$180.00 (which is the approximate rent for three days while the treatment was conducted) towards the expenses she incurred and the inconvenience she endured during this period. I also find that the tenant is entitled to the recovery of the filing fee of \$50.00.

Overall, the tenant has established a claim of \$230.00.

### **Conclusion**

The notice to end tenancy is set aside and the tenancy shall continue. The tenant may make a onetime deduction of \$230.00 from a future rent payment.

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: March 30, 2011.

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Residential Tenancy Branch