

DECISION

Dispute Codes RP, MNSD, MNDC, ERP, SS, O

Introduction

This hearing dealt with an application made by the tenant seeking an Order for the landlord to make emergency repairs for health and safety reasons, an order to make repairs to the unit, site or property, an order to serve documents or evidence in a different way than required by the Act, an order to return all or part of pet damage deposit or security deposit. Both Parties participated in the teleconference hearing.

Issue(s) to be Decided

Whether the tenant is entitled to any of the above under the Act, regulation or tenancy agreement?

Background and Evidence

Both parties gave affirmed testimony. At the outset of the hearing the tenant advised that he has since moved out of the rental unit and no longer wishes to pursue the repairs portion of his application and therefore I dismiss that portion of his claim.

The tenancy began on or about August 28, 2010. Rent in the amount of \$495.00 is payable in advance on the first day of each month. At the outset of the tenancy the landlord collected from the tenant a security deposit in the amount of \$247.50. The tenant testified to the following; his unit had bed bugs in it and bit him on many occasions. He notified the landlord on three separate occasions and seeks compensation for this. On two of those occasions the landlord had a certified pest control company come and chemically treat the unit. On one occasion the tenant gave evidence that the pest control company gave him a can of bug spray. The tenant seeks \$1000.00 for pain and suffering, \$585.19 for the replacing of goods that he said was ruined because of the bed bugs and the return of his security deposit. The landlord testified to the following; No move in or move out inspection had been done or requested by the landlord, they did not dispute that the apartment complex had bed bugs; they had the pest control company attend on over 150 occasions in the past two

years to deal with bed bugs, that she was “trying her best” and that she was going to “eventually” return the security deposit to the tenant.

Analysis

In the landlords own evidence, she confirmed that she had never requested or performed a move in or move out inspection, nor did she ever file for dispute resolution to withhold the security deposit, therefore extinguishing her right to make claim against it. Under Section 38 (6)(b) of the Act, the tenant is entitled to double the security deposit, and I order that the tenant is entitled to \$495.00. The tenant is also seeking \$585.19 for the replacement of damaged items. The tenant has failed to satisfy me that those items were damaged by living in the rental unit and I therefore dismiss that part of his claim. Finally he seeks \$1000.00 for pain and suffering. He did not supply any oral or documentary evidence to justify the amount sought; however, I find the tenant is entitled to \$50.00 per month for six months equalling \$ 300.00 as fair compensation for having to live with this ongoing problem.

As for the monetary order, I find that the tenant has established a claim for \$ 795.00 in compensation. I grant the tenant an order under section 67 for the balance due of \$795.00. This order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

Conclusion

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.

Residential Tenancy Branch