

DECISION

Dispute Codes OPC, MND, MNDC, FF

Introduction

This is an application filed by the Landlord for an order of possession resulting from a notice to end tenancy for cause, a monetary order request for compensation for loss under the Act, regulation or tenancy agreement of the pest control costs and recovery of the filing fee.

Both parties attended the hearing by conference call and gave testimony.

At the outset of the hearing, the Landlord stated that he was not requesting an order of possession. After clarification with the Landlord, it was determined that the Landlord is withdrawing his application for an order of possession. The Landlord has clarified that he is only seeking compensation for the pest control costs and recovery of the filing fee.

Issue(s) to be Decided

Is the Landlord entitled to a monetary order for compensation for the pest control costs?

Background and Evidence

This Tenancy began on December 1, 2006 on a fixed term tenancy until November 30, 2007 and then thereafter on a month to month basis. A security deposit of \$360.00 was paid on November 4, 2006.

The Tenant confirms receiving the Landlord's notice of hearing and evidence package.

The Landlord is seeking recovery of pest control costs from Unico Ltd. Pest Control for \$814.80. The Landlord claims that bedbugs were discovered in the Tenant's rental unit resulting in 2 inspections by Unico Ltd. Pest Control on January 10, 2011 and May 18, 2011. The Landlord reports 5 treatments from January 12, 13, 22, February 9 and June 6, 2011. The Landlord relies on 7 work orders produced by Unico Ltd. Pest Control. The Tenant disputes the Landlord's claims. The Tenant has provided no evidence. The Landlord has no evidence that the Tenant was responsible for bringing in the bedbugs, but relies on notices given after each inspection and treatment by the pest company and the Landlord on preparations for suspected bedbug treatments. The Landlord reports

that there are no other infestations in the Tenant's building. The Landlord states that 3 treatments are what is normally required in removing bedbugs if all pest control procedures are followed.

Analysis

As both parties have attended the hearing and have referred to the Landlord's submitted evidence, I am satisfied that both have been properly served with the notice of hearing and evidence packages. The Tenant did not file evidence.

Based upon the submitted evidence of the Landlord and direct testimony of both parties, I am satisfied on a balance of probabilities that the Tenant was responsible for the infestation. The Landlord has no direct evidence against the Tenant, but as stated that over a 6 month period the Tenant has a recurring bedbug infestation in his lone unit. The Landlord stated in direct testimony that there were no other infestations in the same rental building. The Tenant has provided no evidence to dispute the Landlord's claim. The Landlord is successful in his claim for a monetary order of \$814.80. The Landlord is also entitled to the recovery of the \$50.00 filing fee. I grant the Landlord a monetary order under section 67 for the balance due of \$864.80. This order may be filed in the Small Claims Division of the Provincial Court and enforced as an order in that Court.

Conclusion

The Landlord is granted a monetary order for \$864.80.

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: July 26, 2011.

Residential Tenancy Branch