



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, MNDC, FF

Introduction

This hearing dealt with an application by the tenant for money owed or compensation due to damage or loss, return of the security deposit and recovery of the filing fee. Both parties participated in the conference call hearing.

Issue(s) to be Decided

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

Background and Evidence

This tenancy began in 2003 with monthly rent of \$850.00 and the tenant paid a security deposit of \$425.00.

The tenant testified that in June 2011 her rental unit suffered a bed bug infestation and on June 14th 2011 she advised the landlord of the situation. The tenant stated that as a result of the bed bug infestation she had to dispose of 3 mattresses, a hide a bed, loveseat, chesterfield, rocking chair and that she had to take all of her clothing to the cleaners. The tenant also stated that she spent 15 days in a hotel while the rental unit was being treated. The tenant stated that she did not submit receipts for replacement of her furniture or for the disposal fees she incurred as she was not aware she needed to do so.

The landlord submitted evidence that they hired a pest control company as soon as the tenant made them aware of the bed bug infestation and the first treatment was completed on June 16th 2011. The rental units on either side of the tenants were also checked and treated for any infestation. The landlord stated that the pest control company noted that the tenant's rental unit was cluttered and the tenant stated that the apartment appeared cluttered as she had been cleaning to get rid of the bed bugs.

The landlord stated that around the time of the tenant reporting the bed bugs they had not had complaints from any other tenants in the building regarding bed bugs.

The tenant vacated the rental unit on July 31, 2011 and the landlord returned the tenant's security deposit to her, including interest, on August 12, 2011.

The tenant in this application is seeking \$2871.78 compensation for damage or loss and return of the security deposit.

Analysis

Based on the documentary evidence and testimony I find on a balance of probabilities that the tenant has not met the burden of proving that they have grounds for entitlement to a monetary order for compensation due to damage or loss and return of the security deposit.

The landlord has returned the tenant's security deposit in compliance with section 38 of the *Act* therefore this portion of the tenant's application is dismissed without leave to reapply.

In relation to the tenant's claim for replacement of items disposed of due to the bed bug infestation I find it is not reasonable to have the landlord bear the burden of this expense as the origin of the bed bug infestation is unknown. I acknowledge that the tenant suffered a financial loss due to the infestation however the landlord cannot be held responsible for someone bringing bed bugs in to the building and there is no evidence that shows the landlord had been negligent in this regard. The landlord was also very responsive when they became aware of the infestation and immediately contacted a pest control company. Therefore the tenant's claim for compensation for damage or loss is dismissed without leave to reapply.

As the tenant has not been successful in their application the tenant is not entitled to recovery of the \$50.00 filing fee.

Conclusion

The tenant's application is hereby dismissed without leave to reapply.

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: October 17, 2011.

Residential Tenancy Branch