



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MND MNDC FF

### Introduction

This hearing dealt with an application by the landlord for a monetary order. Both the landlord and the tenant participated in the conference call hearing.

### Issue(s) to be Decided

Is the landlord entitled to monetary compensation as claimed?

### Background and Evidence

The tenancy began in August 2009. The rental unit is a townhouse in a complex of 45 units, organized in three blocks. The rental unit in question is located in a block of 12 to 15 units. All of the units in one block are adjacent and connected to the other units in the same block.

In June 2011, the tenant reported an issue in his rental unit with bed bugs. The landlord sent a pest control company to treat the infestation. All units in the block were treated for bed bugs. The pest control company provided the landlord with a written treatment report that contained the following note: "extreme caution must be taken by [the rental unit] to ensure bed bugs are not re-introduced into the unit." The landlord submitted in the hearing that this notation by the pest control company indicated that the bed bug infestation was caused by the tenant. The landlord has claimed the cost of treating the bed bugs, in the amount of \$2072.

The tenant's response was that he was not responsible for the bed bugs. The landlord first attempted to charge the tenant with the cost of the treatment by charging the amount to the tenant's account and then serving the tenant with a notice to end tenancy for unpaid rent. The landlord then withdrew the notice to end tenancy, and on August 15, 2011, the landlord sent the tenant a letter that stated, in part: "we do not have evidence to show that the infestation was caused by the tenant... and the pest control bill will be the responsibility of the landlord."

### Analysis

The landlord is not entitled to any of the amount claimed. The landlord provided little to no evidence that the tenant was responsible for the bed bug infestation. Moreover, the landlord's letter clearly indicates that as of August 15, 2011 the landlord acknowledged that they had no evidence that the tenant caused the infestation. For the landlord to then pursue the cost of the bed bug treatment through dispute resolution borders on an abuse of the landlord's authority and the dispute resolution process.

As the landlord's claim was not successful, they are not entitled to recovery of the \$50 filing fee for the cost of their application.

### Conclusion

The application of the landlord is dismissed.

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 12, 2012.

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Residential Tenancy Branch