



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes

Landlord: MNR, MNDC, MNSD and FF
Tenants: MNDC, MNSD, RP, PSF and FF

This hearing was convened on applications by both the landlord and the tenants, both made on November 16, 2011.

The landlord's application seeks a Monetary Order for unpaid rent, liquidated damages, recovery of the filing fee for this proceeding and authorization to retain the security deposit in set off against the balance owed.

The tenants' application seeks a Monetary Order for return of rent, return of their security deposit and compensation for losses arising from discovery of bed bugs in the rental unit shortly after they took possession of it. The tenants claims for repairs and provision of services and facilities are moot as the tenants had moved at the time of their application.

At the commencement of the hearing, the landlord gave evidence that the landlord had offered the tenants' return of the rent paid and the security deposit shortly after the tenancy had ended. The tenants had declined the offer, but the landlord expressed her continued agreement to return the rent and deposits.

Issue(s) to be Decided

This matter now requires a decision on whether the tenants' damage and losses should be added to a monetary award for the rent and security deposit and whether the landlord is entitled to liquidated damages.

Background and Evidence

This tenancy began on November 1, 2011 and ended after the tenants had only been able to sleep in the rental unit for three nights due to the presence of bed bugs to which the male tenant was sensitive, resulting in numerous raised bite marks. The tenancy had started under a one-year fixed term rental agreement at rent of \$1,440 per month and the tenants had paid a security deposit of \$720 on October 8, 2011.

During the hearing, the tenants' gave evidence that they had spotted bed bugs on the evening of their move-in day on November 1, 2011. On November 2, 2011, the tenants showed the bugs to the building manager, who commented that there had been a problem in the building. The tenants began to look for new accommodation. By November 4, 2011, they had found new accommodation and advised the landlord in writing they would be moving. The tenants then began the process of decontaminating their belongings and moving and returned the keys on November 6, 2011.

On November 15, 2011, the landlord offered to return the rent and security deposit but asked for the tenants' written assurance that doing so would constitute a final settlement of the matter. The tenants declined on the grounds that they had encountered costs attributable to the failed tenancy.

The landlord gave evidence that there had been a bed bug infestation in the rental unit adjoining the subject unit, but that it had been eradicated by treatment, and the subject unit had been treated prior to the tenancy as an added preventive measure. The landlord submitted receipts in support of the treatments and added that they had included inspection with a trained dog and sticky tape around the perimeter of the rental unit.

Analysis

The landlord restated the previous agreement to return the rent and security deposit and to rescind the fixed term rental agreement. In so doing, I find that the landlord concurs that it was reasonable for the tenants to vacate under the circumstances and I therefore find that the claim for liquidated damages is not justifiable.

While I find that there is no negligence on the part of the landlord, and that the efforts to settle the matter without dispute resolution are commendable, I do find that the tenants encountered losses as a result of the fact of the infestation and that they are entitled to compensation on the following claims:

Decontamination off personal belongings - \$333.76. While the landlord noted that they tenants had moved very few of their belongings, the tenants have submitted an invoice from a professional company, noting that bed bugs had been found. I find that this claim should be allowed.

Laundry - \$60. The tenants stated that they had had to launder all of their washable items in the rental unit laundry machines. The landlord stated she found the charge a little high given that the tenants only claimed for the contents of eight or nine suitcases, and use of the machines cost only \$2 for a washer load and \$2 for a dryer load. The tenants stated that they felt the need to wash a number of items twice. This claim is allowed.

Moving costs - \$100. The tenants make this claim for having to rent a van twice and to compensate a friend for use of his car to assist with the move. While the claim is modest, the tenants stated that it covered both the move in and move out. I find that the tenants would have to have paid for at least one of those moves irrespective of the unfortunate circumstances of the subject tenancy. Therefore, I reduce the award on this claim by half to \$50.

Filing fees - \$50. As both parties have made application, I find that both should remain responsible for their own filing fees.

Thus, I find that the landlord owes to the tenants an amount calculated as follows:

| | |
|--------------------------|-------------------|
| Return of rent as agreed | \$1,440.00 |
| Decontamination cost | 333.76 |
| Laundry | 60.00 |
| Moving | <u>50.00</u> |
| TOTAL | \$2,603.76 |

Conclusion

The tenants' copy of this decision is accompanied by a Monetary Order, enforceable through the Provincial Court of British Columbia, for **\$2,603.76**, for service on the landlord.

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: February 03, 2012.

Residential Tenancy Branch