



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND O

Introduction

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

The tenant submitted evidence that she did not serve on the landlord. I did not admit or consider that evidence, but allowed the tenant to give oral testimony in the hearing.

I have reviewed all evidence before me that met the requirements of the rules of procedure. However, only the evidence relevant to the issues and findings in this matter are described in this decision.

Issue(s) to be Decided

Is the landlord entitled to monetary compensation as claimed?

Background and Evidence

The tenancy began in October 2008. At the outset of the tenancy, the landlord collected a security deposit from the tenant in the amount of \$925. The tenancy ended on or about December 1, 2011.

Landlord's Evidence

In late November 2011, the landlord began to receive invoices from the strata regarding bedbugs. The tenant told the landlord that someone came to inspect for bedbugs, but the tenant did not know anything about it. The landlord has claimed \$594 for the bedbug invoices.

On December 1, 2011, the landlord attended at the rental unit and discovered that the tenant had removed the dishwasher that was included in the rental, and had replaced it with a cheaper one. The landlord had paid \$800 for the dishwasher in 2006. The landlord has claimed \$800 for the cost of the dishwasher.

Tenant's Response

In regard to the bedbugs, the rental unit is one of several connected townhouses. More than one unit in the complex was inspected and treated for bedbugs. The tenant was not told about it beforehand.

In regard to the dishwasher, the tenant acknowledged that she removed the landlord's dishwasher, which was broken and leaking, and she replaced it without the landlord's permission. However, the tenant does not believe that the landlord's dishwasher cost \$800.

Analysis

Upon consideration of the evidence, I find as follows.

Bedbugs

The landlord has not provided sufficient evidence to establish that the tenant was responsible for any bedbug infestation. I therefore dismiss that portion of the landlord's application.

Dishwasher

The landlord did not provide sufficient evidence of the value of the replacement dishwasher; nor did she take into account the depreciated value of her dishwasher. In the absence of sufficient evidence on these points, I find that the landlord has not proven the portion of her claim regarding the dishwasher, and accordingly I dismiss that portion of the landlord's application.

Conclusion

The landlord's application is dismissed.

The landlord must return the tenant's security deposit. Accordingly, I grant the tenant an order under section 67 for the balance due of \$925. This order may be filed in the Small Claims Court and enforced as an order of that Court.

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 5, 2012.

Residential Tenancy Branch