



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC, FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the landlord for a monetary order for damages or loss under the Act.

Although served with the Application for Dispute Resolution and Notice of Hearing on December 31 2011 or on January 1, 2012, in person, the tenant did not appear. I find that the tenant has been duly served in accordance with the Act.

Issue(s) to be Decided

Is the landlord entitled to a monetary order for damages or loss under the Act?

Background and Evidence

The tenancy began on November 1, 2010. Rent in the amount of \$1,050.00 was payable on the first of each month. A security deposit of \$525.00.00 was paid by the tenant.

The landlord testified that the tenant is responsible for bringing bed bugs into the rental unit. The landlord states the tenant acknowledges that she had been traveling and may have picked up the bed bugs at one of the hotels she stayed in.

The landlord testified that there have never been any bed bugs in this rental unit prior to the tenant. The landlord states the tenant was in the rental unit for eight months before reporting the bed bugs on August 3, 2011 and the exterminator was at the rental unit on three occasions to treat the bed bug problem. The landlord is seeking the cost of the exterminator in the amount of \$280.00. Filed in evidence is a copy of the exterminator's invoice.

Analysis

Based on the above, the testimony and evidence, and on a balance of probabilities, I find as follows:

The evidence of the landlord was this rental unit never had bed bugs prior to the tenant moving into the rental unit. The evidence was the tenant was in the rental unit for eight

months prior to discovering the bed bugs. The tenant also acknowledged to the landlord that she may have picked up the bed bugs while traveling and staying in hotels.

RESIDENTIAL TENANCY POLICY GUIDELINE states:

that the tenant must maintain “reasonable health, cleanliness and sanitary standards” throughout the rental unit.

In this case, the tenant was responsible for the infestation of bed bugs in the rental unit. The tenant is responsible to maintain the rental unit to a reasonable health, cleanliness and sanitary standards. Therefore, I find the landlord is entitled to be compensated for the cost incurred to treat the rental unit for bed bugs.

I grant the landlord a monetary order in the amount of **\$330.00**, for the exterminators cost and the \$50.00 paid to file their application.

Conclusion

The landlord is granted a monetary order.

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 07, 2012.

Residential Tenancy Branch