



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNR, MNSD, FF

Introduction

This hearing was convened in response to an application by the Landlord pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. A Monetary Order for unpaid rent - Section 67;
2. A Monetary Order for damage to the unit – Section 67;
3. An Order to retain the security deposit - Section 38; and
4. An Order to recover the filing fee for this application - Section 72.

The Landlord and Tenant were each given full opportunity to be heard, to present evidence and to make submissions.

Issue(s) to be Decided

Is the Landlord entitled to the monetary amounts claimed?

Background and Evidence

The tenancy began on July 1, 2010 and ended on February 1, 2012. The Tenant provided notice to end the tenancy on January 21, 2012. The Landlord states that the Tenant failed to pay rent for February 2012 and that the unit was advertised on an ongoing basis with the unit being rented by March 21, 2012. The Tenant states that the building containing the unit was experiencing a bedbug infestation and that the Tenant did not believe that the Landlord was taking adequate steps to eradicate the bugs. The Tenant states that the bedbugs entered his unit and that due to lost sleep and a concern about the infestation of his personal belongings and furniture, the Tenant left with short

notice. The Tenant states that while the Landlord did advertise the unit, the occupancy date was advertised for March 1, 2012 and not any earlier.

The Landlord claims lost rental income of \$1,120.00 plus \$50.00 for a combined late fee and an nsf fee. The tenancy agreement provides for the late and nsf fees in this amount.

Analysis

Section 7 of the Act provides that where a tenant does not comply with the Act, regulation or tenancy agreement, the tenant must compensate the landlord for damage or loss that results. In a claim for damage or loss under the Act, regulation or tenancy agreement, the party claiming costs for the damage or loss must prove, inter alia, that the damage or loss claimed was caused by the actions or neglect of the responding party and that costs for the damage or loss have been incurred or established. Given the undisputed evidence of the Parties that the Tenant left due to a bedbug infestation and that the Landlord did not advertise the unit for rent any sooner than March 1, 2012, I find that the Landlord has not substantiated that the loss of rental income was caused solely by the actions of the Tenant. Accordingly, I find that the Landlord is only entitled to a reasonable amount for lost rental income of **\$560.00** plus \$25.00 for late and nsf fees. As the Landlord has been only partially successful with its claim, I find that the Landlord is entitled to half of the \$50.00 filing fee in the amount of **\$25.00** for a total entitlement of **\$610.00**. Setting the security deposit plus interest of **\$547.50** off the entitlement leaves the amount of **\$62.50** owing by the Tenant to the Landlord.

Conclusion

I order that the Landlord retain the **deposit** and interest of \$547.50 in partial satisfaction of the claim and I grant the Landlord an order under Section 67 of the Act for the balance due of **\$62.50**. If necessary, 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: April 17, 2012.

Residential Tenancy Branch