



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: *MNDC, MNSD, FF*

Introduction

This hearing dealt with an application by the tenant pursuant to the *Residential Tenancy Act* for a monetary order for compensation in the amount of \$675.00 and for the return of the security deposit. The tenant also applied for the recovery of the filing fee.

Both parties attended the hearing and were given full opportunity to present evidence and make submissions.

At the start of the hearing, it was determined that the tenant did not pay the filing fee. Therefore his application for the recovery of the filing fee is dismissed.

Issues to be decided

Was the landlord negligent with regard to responding to the tenant's complaints of bedbugs in the rental unit? Is the landlord responsible for the loss of the tenant's property? Is the tenant entitled to the return of the security deposit?

Background and Evidence

The tenancy started in 2010 and ended on September 01, 2012. The monthly rent was \$675.00 due on the first of each month. Prior to moving in, the tenant paid a security deposit of \$337.50.

The landlord stated that the tenant moved out without notice and without informing the landlord. Sometime in August 2012, the landlord found out from a neighbour that the tenant had moved out. The tenant stated that he gave the landlord notice to end the tenancy during a phone conversation on July 26, 2012. He stated that the maintenance person showed him alternative accommodation and therefore the landlord was given notice of his intention to end the tenancy. The landlord stated that the tenant had requested a larger unit due to the arrival of his baby and therefore he was shown larger units. The tenant agreed that he had not given written notice to end the tenancy and also agreed that he had not provided the landlord with a forwarding address because he stated that the landlord knew where to find him.

The landlord testified that the tenant left the unit in a dirty condition and filed photographs of the unit as left by the tenant. The tenant testified that the landlord did not conduct a move in inspection and therefore it was his understanding that the landlord was not entitled to damages.

The tenant stated that he found bed bugs in the unit on July 25, 2012 and on July 26, 2012 he notified the landlord by phone, of the presence of the bed bugs and of his intention to end the tenancy. The landlord hired a pest control company to carry out treatments. The tenant agreed that the treatment was done but was unsure of the date of treatment. The landlord did not file any evidence of the treatment and was also unsure of the date that it was carried out. However both parties agreed that the treatment was done.

The tenant stated that he moved out early August, but continued to visit the unit regularly in August to finish the clean up. He stated that on August 29, he returned to the unit and some of his belongings including a vacuum cleaner were missing. The tenant notified the police. The tenant stated that the landlord entered the unit without notice. The landlord stated that she posted a 24 hour notice of entry on the door to the rental unit, the day before she entered the unit, for an inspection.

The tenant is claiming compensation in the amount of one month's rent for the presence of bedbugs and for the entry into the rental unit by the landlord without adequate notice.

Analysis

Section 38(1) of the Act provides that the landlord must return the security deposit or apply for dispute resolution within 15 days after the later of the end of the tenancy and the date the forwarding address is received in writing.

If the landlord fails to repay the security deposit or make an application for dispute resolution within 15 days of receiving the tenant's forwarding address, the landlord is liable under section 38(6), which provides that the landlord must pay the tenant double the amount of the security deposit.

In this case, the tenant failed to provide the landlord with his forwarding address in writing. However, the landlord now has the tenant's forwarding address and must within 15 days from the date of this hearing (November 27, 2012), return the security deposit plus the applicable accrued interest to the tenant or make an application to retain all or a portion of the security deposit.

In regards to the landlord's claim relating to loss that she may have suffered, I am not able to either hear or consider the landlord's claim during these proceedings as this hearing was convened solely to deal with the tenant's application. That being said, I must point out that the landlord is at liberty to make a separate application for dispute resolution and to resubmit her evidence.

Section 32 of the *Residential Tenancy Act*, speaks to the landlord and tenant obligation to repair and maintain the rental unit. The landlord must provide and maintain the rental property in a state of decoration and repair that complies with the health, safety and housing standards required by law.

In this case, I find that the landlord fulfilled her obligations by acting on the tenant's complaints in a timely manner and making the necessary arrangements to address the problem. Based on the sworn testimony of both parties, I find that the tenant has not proven negligence on the part of the landlord.

I also find that the parties provided conflicting testimony regarding the 24 hour notice prior to an inspection of the rental unit. In any event, even if the landlord did not provide proper notice, I find that this is not a basis to award the tenant compensation. The alleged loss of the tenant's personal belongings is also a matter that will be addressed by the local police. Therefore I find that the tenant is not entitled to compensation.

Conclusion

The tenant's application is dismissed in its entirety.

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: November 28, 2012.

Residential Tenancy Branch

