



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR, MNR, MMNDC, MNSD, FF

Introduction

This was the hearing of applications by the tenant and by the landlord. The hearing was conducted by conference call. The tenant and the landlord's representative called in and participated in the hearing.

The tenant filed an application on December 13, 2012 to dispute a 10 day Notice to End Tenancy for unpaid rent and to claim a monetary order in the amount of \$670.88. At the hearing the tenant said that she moved out of the rental unit on December 15th and was not disputing the Notice to End Tenancy for unpaid rent. She said that she was not seeking a monetary order but she was opposing a claim by the landlord for any costs associated with bedbug treatments at the rental property. Because the tenant is no longer disputing the Notice to End Tenancy and is not seeking a monetary order, her application is therefore dismissed without leave to reapply.

Issue(s) to be Decided

Is the landlord entitled to a monetary order and if so, in what amount?

Background and Evidence

The rental unit is an apartment in Kamloops. The tenancy began on February 1, 2011. The monthly rent is \$800.00 and the tenant paid a \$400.00 security deposit on January 5, 2011.

The tenant did not pay the rent for December when it was due and the landlord served the tenant with a 10 day Notice to End Tenancy for unpaid rent dated December 5, 2012. The tenant moved out on December 15, 2012. She acknowledged that rent was not paid for December. She said that she decided to move out because the rental unit was too expensive. The tenant felt that she should only be responsible for rent up to December 15th.

The landlord's representative testified that the rental unit has not yet been re-rented. The landlord claimed the following amounts from the tenant:

• Late fee for December rent:	\$25.00
• Bedbug mattress covers	\$179.20
• Plumbers' invoice for attendance	\$99.68
• Suite cleaning	\$260.00
• Carpet cleaning	\$130.00
• Key replacement	\$75.00
• Rent for December	\$800.00
Total:	\$1,568.88

The landlord said that there was a bedbug infestation in the rental property and because the tenant's mattresses were on the floor, the mattress covers were required to ensure that the rental unit could be effectively treated for bedbugs. When the tenant failed to purchase them they were supplied by the pest control company and billed to the landlord.. The landlord also claimed payment of a plumber's invoice. The tenant contacted the landlord about a plumbing repair. The landlord arranged for a plumber to attend the rental unit, but when the plumber attended the tenant would not let him in and the landlord was charged for the call.

The tenant testified that it took two weeks for the plumber to attend and in the meantime she had a relative fix the plumbing problem for her. The tenant acknowledged that she did not tell the landlord that she no longer required the plumber to come to the unit to make repairs.

The tenant said that she could not afford to have the rental unit or the carpet cleaned at the end of the tenancy. She said that she left the keys to the rental unit outside the door of the unit when she moved out; she agreed that this was not a wise thing to do.

Analysis and conclusion

During the hearing the landlord's representative acknowledged that there the tenant was not the source of the bedbug infestation; because the mattress covers were required for treatment of the infestation, I do not find that the tenant should bear the cost of supplying them and i decline to award the landlord the cost of the covers. I find that the landlord is entitled to compensation for the remainder of the items claimed. The tenant's failure to advise the landlord that plumber was no longer required resulted in

the plumbing charge and the tenant's carelessness in leaving the keys outside the rental unit necessitated the locksmith charge. The landlord is entitled to rent for December and a late payment fee as well as cleaning costs. I award the landlord the sum of \$1,389.68. The landlord is entitled to recover the \$50.00 filing fee for this application for a total award of \$1,439.68. I order that the landlord retain the security deposit of \$400.00 in partial satisfaction of this award and I grant the landlord an order under section 67 for the balance of \$1,039.68. This order may be registered 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: January 17, 2013

Residential Tenancy Branch

