



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Karyn Holdings Ltd.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MNR, MNDC, MNSD, FF

### Introduction

This was a hearing with respect to applications by the landlord and by the tenants. The hearing was conducted by conference call. The landlord's representatives and the named tenant called in and participated in the hearing. The landlord's application was originally set for hearing by conference call on February 28, 2013, but it was adjourned to be heard on March 27, 2013 when it was learned that the tenant had submitted an application intended to be heard with the landlord's application that had not been filed as an application, but had been placed on the landlord's file as evidence. The tenant has now filed his application and supporting evidence and the applications have been heard together.

### Issue(s) to be Decided

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

Are the tenants entitled to a monetary award and if so, in what amount?

### Background and Evidence

The rental unit is an apartment in Chilliwack. The tenancy began on or about November 1, 2008. The initial monthly rent was \$550.00 and the tenant paid a security deposit of \$275.00 and a pet deposit of \$275.00 on October 25, 2008. On November 1, 2011 the tenancy agreement was amended to add the tenant's girlfriend, L.J. as a co-tenant and the monthly rent was increased to \$600.00 per month.

The landlord's representatives testified that the tenants moved out of the rental unit in November, 2012 without providing any written notice and without paying rent for November. The landlord's representative testified that the tenants would not participate in a condition inspection and did not clean the rental unit. They left garbage and belongings in the unit and the landlord had to dispose of them. The landlord claimed

payment of rent for November and December as well as the costs to clean the rental unit, clean the carpets and dispose of abandoned furniture.

The tenant stated that on or about October 27<sup>th</sup> he told the landlord's representative that the tenants intended to move out of the rental unit as soon as possible, due to problems with bed bugs. The tenant said that after they started to move out the landlord's representative entered the unit to prepare for a pest control spray. The tenant said that the carpets were pulled back for the spraying and he noticed that there were spots of mold forming under the carpet. The tenant said that previously the landlord had been informed that mold was forming on the bathroom ceiling. The tenant claimed that these incidents forced him to borrow money from his employer as a pay advance to pay for an immediate move out from the rental unit and to cover the expense of paying for rent, damage deposit and a pet deposit for new accommodation. The tenant said that he had to pay for pet day care on the occasions the rental unit was sprayed and that the tenants had to throw out most of their furniture, including a bedroom set, couch and chair, mattress and box spring and linens and clothing due to infestation with bedbugs.

The tenants submitted the following monetary claim:

• Bedroom set:	\$1,231.92
• Mattress box spring:	\$891.52
• Cat boarding kennel charge:	\$24.64
• Couch, dining room set	\$1,688.95
• Money borrowed from employer	\$1,500.00
• Damage deposit	\$550.00

Total:	\$5,887.03
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The tenant provided two faxed copy photographs, and receipts and other documents relating to money borrowed and amounts paid to a new landlord. The tenant provided a receipt for a purchase of a mattress and box spring in December, 2008, a furniture purchase in February 2011 and an invoice for purchase of furniture items totalling \$1,688.95 dated October 31, 2012 with an unspecified delivery date said to be "TBA". I was not provided with evidence that the furniture items in the invoice were delivered to the rental unit.

The landlord's representative testified that the tenant reported finding a bug in the rental unit in May, 2012. The landlord's pest control company attended; they sprayed the rental unit and performed follow up treatments. The landlord's representative testified

that the pest control company reported that no bugs were actually found in the rental unit. On November 19, 2012, after the tenants moved out, the landlord had the rental unit inspected and treated by the pest control company. The pest control technician reported that no live bedbugs were found in the rental unit at the time of service. The landlord's representatives also denied that there was any mold problems in the rental unit or elsewhere in the rental property. The landlord submitted letters from the person responsible for cleaning at the rental property and from the carpet layer who inspected the carpet at the landlord's request after the tenants advanced their claim; they both reported that they did not encounter any mold in the rental unit or the rental property. The landlord submitted a series of photographs of the rental unit that the landlord's representative testified showed that the rental unit was left in a very unclean and damaged condition by the tenants. With dirty and damaged carpets, broken and missing blinds and abandoned furniture. The landlord's representative referred to photographs that were said to show cat litter left lying on the deck. The landlord's representative testified that the pictures showed that appliances were filthy and the rental unit was left in deplorable condition. The tenant responded to the landlord's photographs; he said that the substance on the deck was not kitty litter, but sand from a bag of sand that had broken.

#### Analysis and conclusion

The tenant claimed that he moved out after giving verbal notice because of a bedbug problem in the rental unit and because of mold. The photographs submitted by the tenant were faxed; they were of poor quality and had no probative value. Apart from the tenant's testimony, he did not provide evidence to establish the presence of bedbugs or of mold.

The landlord did provide photographs of the rental unit and statements from the cleaner and carpet layer as well as the pest control company; they stated that there was neither a bedbug problem nor a mold problem in the rental unit. I accept and prefer the landlord's evidence to that of the tenant. I did not find the tenant's evidence to be convincing or credible. I note in particular that the tenants have claimed for both the furniture they say they had to discard and the furniture said to have been bought to replace it; and as well, they did not pay rent for November, yet have claimed for an amount said to have been borrowed to pay a security deposit and rent at a new location.. The tenants have not established that they were entitled to move out of the rental unit without giving notice. I find, as stated by the landlord's representative and witness statements, that there was no bedbug or mold problem in the rental unit. There is nothing to suggest that any negligence or want of care by the landlord caused a bedbug infestation or a mold problem for which the landlord can be held liable to the

tenants. The tenants' application for dispute resolution is without merit and it is dismissed without leave to reapply.

I find that the tenants moved out in November without paying rent and without giving written notice. I find that the landlord is entitled to an award for the unpaid rent for November and for loss of revenue for December, based on the absence of written notice and the condition in which the rental unit was left, which affected the landlord's ability to re-rent the unit in a timely fashion.

I find that the landlord is entitled to recover the cost of cleaning the rental unit in the amount of \$165.60 and to the sum of \$134.40 for the cost of carpet cleaning. The landlord is also entitled to recover the sum of \$150.00 as the cost to dispose of furniture and heavy items abandoned by the tenants at the rental property. I do not allow the amounts claimed by the landlord for registered mail; these are not recoverable costs in a dispute resolution proceeding. The total award to the landlord is the sum of \$1,650.00. . The landlord is entitled to recover the \$50.00 filing fee for this application, for a total award of \$1,700.00. I order that the landlord retain the security and pet deposits of \$550.00 in partial satisfaction of this award and I grant the landlord an order under section 67 for the balance of \$1,150.00. 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: April 11, 2013

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Residential Tenancy Branch

