



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding CAPITAL REGION HOUSING CORPORATION
and [tenant name suppressed to protect privacy]

DECISION

Code MNR, MND, MNSD, FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the landlord for a monetary order for damages to the unit and an order to retain the security deposit in partial satisfaction of the claim.

The landlord's agent attended the hearing. As the tenant did not attend the hearing, service of the Notice of Dispute Resolution Hearing was considered.

The Residential Tenancy Branch Rules of Procedure states that the respondent must be served with a copy of the Application for Dispute Resolution and Notice of Hearing.

The landlord's agent stated the Application for Dispute Resolution and Notice of Hearing were sent by registered mail, the Canada post tracking history indicated they were signed received by the tenant on April 2, 2013, the tenant did not appear. I find that the tenant has been duly served in accordance with the Act.

The landlord's agent appeared gave testimony and was provided the opportunity to present their evidence orally and in written and documentary form, and to make submissions at the hearing.

Issues to be Decided

Is the landlord entitled to monetary compensation for damages?

Is the landlord entitled to retain the security deposit in partial satisfaction of the claim?

Background and Evidence

The tenancy began on December 1, 2010. Rent in the amount of \$865.00 was payable on the first of each month and the tenants rent contribution was \$181.00. A security deposit of \$280.00 was paid by the tenant. The tenancy ended on February 28, 2013.

The landlord's agent stated a move-in condition inspection report was completed by both parties, however, the tenant failed to participate in the scheduled move-out inspection.

The landlord claims as follows:

a.	Cleaning of unit	\$ 100.00
b.	Cleaning of carpets	\$ 147.00
c.	Signed agreement for cost of bedbug treatment	\$ 568.51
d.	Additional treatment for bedbugs	\$ 112.00
e.	Filing fee	\$ 50.00
	Total claimed	\$ 977.51

The landlord's agent testified that the tenant did not attempt to clean the rental unit and the entire unit was required to be cleaned, including the appliances. The agent stated the tenant also left a lot of garbage and items behind. The agent's state it took eight hours to clean the unit, however, they are only charging for four of those hours at the rate of \$25.00. The landlord seeks to recover the amount of \$100.00.

The landlord's agent testified that the tenant did not have the carpet steam cleaned at the end of the tenancy. The agent stated they had the carpets cleaned and seek to recover the cost of \$147.00.

The landlord's agent testified that in July 2012, the tenant notified them that she had bedbugs in her unit. The agent stated they investigated the source and it was determined that the tenant had recently done some traveling and admitted it was her fault the unit was infested with the bugs. The agent stated the tenant agreed that she would repay the landlord for the cost of the treatment, however, no payments were ever received. The landlord seeks to recover the amount of \$568.51. Filed in evidence is a chargeback agreement signed by the tenant.

The landlord's agent testified prior to the tenant vacating the unit, they were informed that the tenant has recently seen a bedbug in the unit. The agent stated they were required to pay for an additional treatment and they seek to recover the cost of that treatment from the tenant as they were responsible for the original infestation. The landlord seeks to recover the cost of \$112.00. Filed in evidence is a receipt for an additional bedbug treatment.

Analysis

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

In a claim for damage or loss under the Act or tenancy agreement, the party claiming for the damage or loss has the burden of proof to establish their claim on the civil standard, that is, a balance of probabilities.

To prove a loss and have one party pay for the loss requires the claiming party to prove four different elements:

- Proof that the damage or loss exists;
- Proof that the damage or loss occurred due to the actions or neglect of the Respondent in violation of the Act or agreement;
- Proof of the actual amount required to compensate for the claimed loss or to repair the damage; and
- Proof that the Applicant followed section 7(2) of the Act by taking steps to mitigate or minimize the loss or damage being claimed.

Where the claiming party has not met each of the four elements, the burden of proof has not been met and the claim fails. In this case, the landlord has the burden of proof to prove their claim.

Section 67 of the Act provides me with the authority to determine the amount of compensation, if any, and to order the non-complying party to pay that compensation.

Under section 37 of the Act, the tenant is required to return the rental unit to the landlord reasonably clean and undamaged, except for reasonable wear and tear. Normal wear and tear does not constitute damage.

Under the Residential Policy Guideline 1, which clarifies the rights and responsibilities of the parties for the premises under the Act, the tenant is expected to clean the rental unit, clean the appliances and remove all garbage.

In this case, the evidence was that tenant did not make any attempt to clean the unit or the appliances and left garbage and other items behind. The evidence was that it took eight hours to clean. The evidence was the landlord seeks to recover only four of those hours at the rate of \$25.00. I find the tenant has breached section 37 of the Act, when they failed to clean leave the unit reasonably clean. Therefore, I find the landlord is entitled to compensation for the cost of having the unit cleaned in the amount of **\$100.00.**

Under the Residential Policy Guideline 1, which clarifies the rights and responsibilities of the parties for the premises under the Act, the tenant is generally expected to steam clean or shampoo the carpets if vacating after a tenancy of one year.

In this case, the evidence was that the tenant did not clean the carpet at the end of the tenancy as required by the Act, as this tenancy exceeded one year. As a result, I find the tenant has breached section 37 of the Act, when they failed to have the carpets cleaned. Therefore, I find the landlord is entitled to compensation for the cost of having the carpets cleaned in the amount of **\$147.00.**

The evidence of the landlord's agent was that on July 31, 2012, the tenant signed a chargeback agreement to repay the cost of the bedbug treatments as the tenant acknowledge that they had recently travelled and were responsible for the infestation. This is supported by the chargeback agreement filed in evidence which is signed by the tenant. Therefore, I find that landlord is entitled to recover the cost of treating the bedbugs in the amount of **\$568.51**.

The evidence of the landlord's agent was prior to the tenant vacating the unit she notified the landlord that she had recently seen another bedbug. The evidence of the agent was that they were required to pay for an additional treatment.

In this case, the tenant had acknowledged the infestation was her responsibility and agreed to pay for the original treatment and an additional treatment was required for the same infestation. Therefore, I find the landlord is entitled to recover the cost of additional treatment in the amount of **\$112.00**.

I find that the landlord has established a total monetary claim of **\$977.51** comprised of the above described amounts and the \$50.00 fee paid for this application.

I order that the landlords retain the deposit and interest of **\$280.00** in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of **\$697.51**.

This order may be filed in the Provincial Court (Small Claims) and enforced as an order of that Court.

Conclusion

The landlord is granted a monetary and may keep the security deposit in partial satisfaction of the claim and the landlord is granted a formal order for the balance due.

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: June 20, 2013

Residential Tenancy Branch