



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Metro Vancouver Housing Corporation  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute codes      MND MNSD MNDC FF

### Introduction

This hearing dealt with an application by the landlord for a monetary order. The landlord has also requested recovery of the \$50 filing fee from the tenant. Both parties attended the hearing and had an opportunity to be heard.

### Issues

Is the landlord entitled to the requested orders?

### Background and Evidence

This tenancy began on August 1, 2000 and ended on August 31, 2012. The rent was \$935.00 per month. A security deposit of \$376.30 was paid at the start of the tenancy. Condition inspection reports were not completed upon move-in and move-out.

The tenant was forced to vacate the rental unit in August of 2012 after being served with an order of possession by the landlord. The landlord had been granted the order of possession by an Arbitrator after a hearing of the matter on August 23, 2013. The order was based on a 10 Day Notice for Unpaid Rent dated July 5, 2012.

The landlord claims that at the end of the tenancy the tenant had failed to pay any rent for July and left the unit in a very dirty and damaged condition. The landlord also claims that the tenant left the unit infested with bedbugs which required replacement of the carpeting in the unit. In support of its claim the landlord submitted invoices, photographs, condition inspection reports and the original written tenancy agreement.

The tenant did not dispute the claim for unpaid rent. The tenant did however dispute the balance of the landlord's claims. The tenant's overall position is that the tenancy was 12 years long, she was given 13 days to find a new place, get packed and move and that the landlord regularly "guts" these units whenever someone moves out in any event. The tenant also claims that she had no idea there were bedbugs in the unit until she went to move her mattress and box spring.

Analysis

The landlord has made a monetary claim against the tenant comprised of the following:

Unpaid rent (July 2012)	\$935
Removal of carpet due to bedbugs	\$336
Treatment of bedbugs	\$330.40
Cleaning of walls due to nicotine	\$433.40
2 <sup>nd</sup> coat of paint, stain blocking & wall repairs	\$1388.99
Filing fee	\$50
<b>TOTAL</b>	<b>\$3473.79</b>

I shall deal with each of these in turn.

Unpaid rent (\$935) – The landlord claims that the tenant never paid the rent for July of 2012. This was not disputed by the tenant. I am satisfied that the landlord has therefore established this portion of the claim.

Carpet Replacement due to bedbugs and Bedbug Treatment (\$666.40) – The landlord claims that after the tenant moved out, it was determined that the unit had a bedbug infestation. Ms. J. testified that as a result of the infestation, the carpet had to be replaced and the unit had to be treated. The landlord submitted two invoices in support of the amounts claimed in this regard. For her part, the tenant claims she was not aware of the problem until she was moving out and does not believe that she should be held liable for the remediation of this issue. In this regard I agree with the tenant. The tenant had been in the unit for 12 years and was not aware of the problem. Clearly, if the tenant was responsible for somehow bringing the bugs into the unit, it was not purposeful. It seems to me that if the tenant had known about the problem and deliberately left it to grow and had refused treatment or failed to prepare the room for treatment the tenant might be liable. Tenants can even be evicted for failure to comply with a bed bug treatment regime. However, in this case, I am not satisfied that the landlord has established, on balance, that the tenant is liable for this claim.

Cleaning of Walls due to Nicotine (\$433) – The landlord provided photographs of the walls in the unit at the end of the tenancy. They are covered with nicotine. This is undeniable. The tenant also acknowledged at the hearing that she is a smoker and smoked in the unit for the whole 12 years she was there. The tenant acknowledged that she never cleaned the walls despite the nicotine build-up but she also pointed out that in 12 years the unit was never painted by the landlord.

In my view, it may well be that the landlord should have given the unit a fresh coat of paint at some point during the 12 year tenancy but that does not relieve the tenant of her duty to maintain reasonable cleanliness standards throughout the rental unit. Further, Residential Tenancy Policy Guideline No. 1 says that tenants are responsible for washing walls unless the texture of the wall prohibits such washing which I do not believe to be the case in this situation.

I therefore find that the tenant is liable for this portion of the landlord's claim.

2<sup>nd</sup> coat of paint, stain blocking & wall repairs (\$1388.99) – The landlord makes this claim against the tenant due to the nicotine that covered every wall. While I do accept that the stain blocking required was due to the tenant's smoking, I do not find that the tenant is liable for whole cost of the painting. Policy Guideline No 1 specifies that the landlord is responsible for painting the interior of the rental unit at "reasonable intervals" which has often been set at 5 or 6 years. In the present case where the tenancy lasted 12 years, I am of the opinion that the landlord was liable to paint the walls regardless of any nicotine. I do however find that the tenant's smoking and failure to clean made the paint job more expensive. As a result, I find that the tenant is liable for only half the amount claimed by the landlord or \$694.50.

Filing fee (\$50.00) – I am satisfied that the landlord is entitled to recover the filing fee from the tenant in this case given the outcome.

### Conclusion

I order the tenant to pay to the landlord the sum of \$2112.50 comprised of the amounts established above. 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: December 3, 2013

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Residential Tenancy Branch

