



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding BRITISH COLUMBIA HOUSING MANAGEMENT COMMISSION
and [tenant name suppressed to protect privacy]

Decision

Dispute Codes:

MND, FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the landlord for a monetary order for tenant's failure to pay damages to the rental unit for bed bug treatment, hauling charges and changing locks.

Despite being served with the hearing documents in person on October 23, 2013, the respondent tenant did not appear.

Issue(s) to be Decided

Is the landlord is entitled to monetary compensation for damages under the Act?

Background and Evidence

The tenancy began July 3, 2012 and the rent is \$575.00 per month. T

he landlord testified that the tenant is being charged back for the cost of the unit being treated for bedbugs and the landlord is claiming the cost of \$470.40.

The landlord testified that the tenant also discarded a contaminated mattress in the back yard and failed to remove it after being told to do so. The landlord is claiming removal costs of \$78.40.

In addition to the above, the landlord is claiming reimbursement of \$35.00 for changing the locks at the tenant's request.

The landlord submitted evidence, including a copy of the tenancy agreement, invoices and copies of communications. The total claim is for \$583.80.

Analysis

With respect to an applicant's right to claim damages from another party, section 7 of the Act provides that if a party fails to comply with the Act or agreement, the non-

complying party must compensate the other for any damage or loss that results. It is important to note that in a claim for damage or loss under the Act, the party claiming the damage or loss bears the burden of proof and the evidence furnished by the applicant must satisfy each component of the test below:

Test For Damage and Loss Claims

1. Proof that the damage or loss exists,
2. Proof that this damage or loss happened solely because of the actions or neglect of the Respondent in violation of the Act or agreement
3. Verification of the actual amount required to compensate for the claimed loss or to rectify the damage.
4. Proof that the claimant followed section 7(2) of the Act by taking reasonable steps to mitigate or minimize the loss or damage

I find that section 32 of the Act imposes responsibilities on both the landlord and the tenant for the care and cleanliness of a unit. A landlord must provide and maintain residential property in a state of decoration and repair that complies with the health, safety and housing standards required by law, having regard to the age, character and location of the rental unit to make it suitable for occupation by a tenant. A tenant must maintain reasonable health, cleanliness and sanitary standards throughout the rental unit and the other residential property to which the tenant has access. A tenant of a rental unit must repair damage to the rental unit or common areas that is caused by the actions or neglect of the tenant. But a tenant is not required to make repairs for reasonable wear and tear.

In regard to the claimed costs for pest control, I find that fumigation costs of a rental unit are normally the responsibility of the landlord under section 32 of the Act.

In cases where the landlord can prove that the tenant violated the tenant's responsibilities under section 32, by thwarting, undermining or not cooperating with the landlord's efforts to conduct professional-level fumigation for pests, then this may well be considered a violation of the Act, for which compensation is warranted.

However, in the case before me, I find that the landlord did not submit sufficient evidentiary proof that the tenant violated the Act. Therefore, I find that the claim for compensation of \$470.40 for the bed-bug treatment must be dismissed as it does not satisfy element 2 of the test for damages.

In regard to the costs incurred by the landlord to remove a mattress discarded on the property by the tenant, I find that the landlord is entitled to compensation as the tenant

contravened the Act by failing to maintain reasonable health, cleanliness and sanitary standards throughout the rental unit and the other residential property to which the tenant has access.

Accordingly, I find that the landlord is entitled to be compensated \$78.40 for disposal costs.

With respect to the cost of changing the tenant's locks, I find that the landlord is entitled to be compensated in the amount of \$35.00.

Therefore I find that the landlord has established total monetary entitlement of \$163.40, comprised of \$78.40 for the hauling charges, \$35.00 to change the locks and the \$50.00 fee paid by the landlord for this application.

I hereby grant the Landlord a monetary order under section 67 of the Act for \$163.40. This order must be served on the Respondent. Should the tenant fail to pay the debt, in compliance with the order, the landlord is at liberty to issue a One-Month Notice to End Tenancy for Cause to terminate the tenancy under section 47(1)(l) of the Act and may proceed accordingly.

The payment of the monetary order may also be enforced, if necessary, through an application to Small Claims Court.

The remainder of the landlord's application is dismissed without leave.

Conclusion

The landlord is partly successful in the application and is granted a Monetary Order for costs incurred due to the tenant's violations of the Act.

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 30, 2014

Residential Tenancy Branch

