



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Linwood Place
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNDC MNSD FF

Introduction

This hearing dealt with the tenant's application for recovery of the security deposit and further monetary compensation. An agent for the tenant and two agents for the landlord participated in the teleconference hearing.

At the outset of the hearing, each party confirmed that they had received the other party's evidence. Neither party raised any issues regarding service of the application or the evidence. Both parties were given full opportunity to give testimony and present their evidence. I have reviewed all testimony and other evidence. However, in this decision I only describe the evidence relevant to the issues and findings in this matter.

Issue(s) to be Decided

Is the tenant entitled to recovery of the security deposit?

Is the tenant entitled to further monetary compensation as claimed?

Background and Evidence

The tenant lived in a different unit on the rental property from October 2011 until February 2013, at which time the tenant moved into the rental unit in question. The monthly rent, due on the first of each month, was \$835. The tenant's security deposit of \$417.50 was carried over from the tenancy in the previous unit. No move-in inspection was done at the beginning of the tenancy.

During the tenancy, the tenant reported to the landlord that there were bedbugs in the unit. The landlord had an extermination company do inspections of the rental unit on April 1, 2013 and September 16, 2013, and there were treatments done on September 26, 2013 and October 7, 2013. On September 30, 2013 the tenant gave the landlord

written notice that they intended to vacate the rental unit by October 31, 2013 “because of the bedbugs in the apartment.” The tenant vacated the unit on October 31, 2013. The landlord did not return the security deposit to the tenant or make an application to keep the deposit.

Tenant's Claim

In regard to the security deposit, the tenant stated that they put the forwarding address in writing and the rental unit keys through the slot in the landlord's office door on October 31, 2013.

In regard to the remainder of their monetary claim, the tenant's evidence was as follows. The tenant stated that they noticed bedbugs in the unit approximately one month after moving in. The tenant had a verbal discussion about the bedbugs with the property manager on March 1, 2013. The extermination company inspected the unit on April 1, 2013 but did not return for a follow-up inspection. The tenant submitted a copy of the exterminator's report, which indicated, in part, as follows: “re-inspect in two weeks plus surrounding units.”

The tenant stated that the landlord ignored the tenant's complaints, and then told the tenant to catch bedbugs in a jar or they would do nothing. In August 2013 the tenant caught bedbugs and showed them to the landlord. The tenant stated that by September 2013 they were extremely distressed, covered in bites, and wanted to move. The tenant stated they found hundreds of bedbugs under the mattress.

The tenant stated that after the treatments were done the furniture was covered in bedbugs and dust, it was disgusting, and they did not want to risk bringing bedbugs to their new place. The tenant asked the exterminator his opinion, and he said the tenant should throw their furniture out.

The tenant has claimed the following monetary amounts:

- 1) \$417 for return of security deposit;
- 2) \$1000 for loss of quiet enjoyment – 25 percent reduction in rent from May through September 2013;
- 3) \$132 for dump fees to dispose of furniture;
- 4) \$150 to move the tenant's possessions and take the furniture to the dump; and
- 5) \$1729 for replacement of furniture.

In support of their claim, the tenant also submitted invoices for moving and dump fees, and prices for replacement furniture.

Landlord's Response

In regard to the security deposit, the landlord stated that they did not receive the forwarding address in writing until they were served with the tenant's application for dispute resolution; otherwise, they would have returned the deposit.

In regard to the bedbugs, the landlord stated that they received the tenant's first complaint at the end of March 2013 and speedily responded by having an inspection done on April 1, 2013. The landlord stated they did not have a follow-up inspection done two weeks later because the tenant did not report any further bedbug activity.

The landlord stated that they were proactive in getting the spraying done after the inspection in September, and they followed up in October.

The landlord stated that the tenants were never instructed to throw out their furniture, that was their own doing.

Analysis

Upon consideration of the evidence, I find as follows.

In regard to the security deposit, I find that the tenant has not provided sufficient evidence to establish that they gave the landlord their forwarding address in writing prior to making their application. Therefore, the doubling provision of the section 38 of the Act does not apply in this case. The tenant is entitled to recovery of the base amount of their deposit, \$417.50.

I find that the landlord was negligent by failing to have the rental unit inspected two weeks after the inspection on April 1, 2013. I accept the tenant's evidence that they complained to the landlord on more than one occasion but the landlord did not respond. I also accept the tenant's evidence that by September they were extremely distressed, covered in bites and frustrated at not being heard. I therefore find that the tenant is entitled to compensation for loss of quiet enjoyment as claimed, in the amount of \$1000.

I find that the tenant has failed to provide sufficient evidence to support the remainder of their claim. The tenant did not establish that it was necessary for them to dispose of their furniture, and the dump fees and hauling costs were incurred for disposal of the

furniture. The tenant did not distinguish between the cost for moving their possessions to their new unit and the cost to haul away the furniture. I therefore dismiss this portion of the application.

As the tenant's application was successful in part, I grant the tenant recovery of the \$50 filing fee for the cost of their application.

Conclusion

I grant the tenant an order under section 67 for the balance due of \$1467.50. 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: April 23, 2014

Residential Tenancy Branch

