



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Hudson Manor
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNDC MNSD FF

Introduction

This hearing dealt with monetary applications by the tenant and the landlord. The teleconference hearing first convened on January 10, 2014, with the tenant and the landlord in attendance. I adjourned the hearing because of issues with service of evidence.

The hearing reconvened on March 5, 2014. On that date, each party confirmed that they had received the other party's evidence. Neither party raised any further issues regarding service of the applications 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 monetary compensation as claimed?

Is the landlord entitled to monetary compensation as claimed?

Background and Evidence

The tenancy began in June 2012, with monthly rent in the amount of \$1000. At the outset of the tenancy the tenant paid the landlord a security deposit of \$500. The tenancy ended at the beginning of March 2013. The landlord returned \$400 of the tenant's security deposit and retained \$100.

Tenant's Claim

The tenant stated that shortly after she moved into the rental unit she discovered that there were bedbugs. The tenant stated that she informed the landlord, and the landlord sprayed the unit, but two weeks later they were still being bitten. The tenant stated that although the landlord never gave her a list of what to do to prepare for bedbug treatment, she did as she was supposed to and put everything in plastic bags, and spent \$280 on laundry. The tenant stated that for the whole nine months that she was in the building, the same pattern happened over and over, until the tenant gave the landlord notice and moved out of the rental unit. The tenant stated that when she moved into her new unit, the bedbugs followed her and she had to have the new unit treated.

The tenant claimed monetary compensation as follows:

- \$100 for return of the balance of her security deposit – the tenant provided evidence that she gave the landlord her forwarding address in writing on July 18, 2013;
- \$798 for replacement costs for three twin beds, each approximately three to four years old, which had to be thrown out because of the bedbugs;
- \$200 for moving costs – the tenant stated she had to move out because the landlord did not address the bedbug problem;
- \$2000 representing recovery of two months' rent for the living condition of the rental unit during the tenancy; and
- \$1008 for the cost to her new landlord for bedbug extermination in her new unit.

The landlord's response to the tenant's claim was that the landlord took all reasonable steps to address the bedbug issue, and the recurrence of the bedbugs must have been the fault of the tenant not complying with what she was supposed to do. The landlord stated that the unit was gutted before the tenant moved in, and the landlord had no idea where the bedbugs came from. The landlord acknowledged that they retained \$100 of the tenant's security deposit.

Landlord's Claim

The landlord stated that the tenant moved out without doing a move-out inspection. The landlord stated that the tenant only did minimum surface cleaning before she moved out, and there were damages in the rental unit. The landlord stated that once they did all necessary cleaning and repairs, they were able to re-rent the unit in May 2013.

The landlord claimed the following compensation:

- \$2000 lost revenue for March and April 2013;
- \$280 for new stove;
- \$95.20 for carpet cleaning;
- \$150 for removal of rubbish and junk left in carport;
- \$200 for supplies, new blinds, etc.; and
- \$1493 for labour for painting.

In support of their application, the landlord submitted receipts for the above-noted items.

The tenant's response to the landlord's claim was that she cleaned the unit from top to bottom before she moved out. The tenant stated that the landlord told her that she did not have to clean the carpets because they were planning to replace the carpets with hardwood.

Analysis

I find that the tenant is entitled to double recovery of the balance of her security deposit. The tenant gave the landlord her forwarding address in writing on July 18, 2013, and the landlord did not return the balance of the deposit or make an application to keep \$100 of the deposit within the required time frame. Further, the landlord did not provide evidence that they served the tenant with written notice of the final opportunity to schedule a condition inspection.

I find that the tenant is not entitled to the remainder of her claim. I find that neither party provided sufficient evidence to establish the origin of the bedbugs, that the landlord failed to properly respond to the bedbugs, or that the tenant failed to comply with instructions. The tenant chose to move out of the unit rather than make an application for the landlord to comply with the Act or for other remedies. I therefore dismiss the remainder of the tenant's application.

I find that the landlord is entitled to \$95.20 for carpet cleaning. The tenant did not do carpet cleaning or provide sufficient evidence to establish that the landlord gave the tenant permission to not clean the carpets at the end of the tenancy.

I find that the landlord is not entitled to the remainder of their monetary claim. The landlord failed to provide sufficient evidence of the cleaning, painting or repairs, only receipts to show that the work had been done and items had been purchased. Further,

the landlord stated that the rental unit had been “gutted” and renovated before the tenancy began, but also stated that extensive renovations had to be done when the tenant moved out, after a nine-month tenancy. The landlord did not provide evidence that they took reasonable steps to attempt to re-rent the unit as soon as possible, and they are therefore not entitled to lost revenue.

As the landlord’s application was mostly unsuccessful, they are not entitled to recovery of the filing fee for the cost of their application.

Conclusion

The tenant is entitled to \$200. The landlord is entitled to \$95.20. I grant the tenant an order under section 67 for the balance due of \$104.80. 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: March 17, 2014

Residential Tenancy Branch

