



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding 0930991 BC Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNSD MNDC FF

Introduction

This hearing dealt with the landlord's application for monetary compensation and an order to retain the security deposit in partial compensation of the claim. The landlord and the tenant participated in the teleconference hearing.

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 landlord entitled to monetary compensation as claimed?

Background and Evidence

The tenancy began on July 1, 2013, with monthly rent of \$1180 due in advance on the first day of the month. At the outset of the tenancy the tenants paid the landlord a security deposit of \$590.

On October 10, 2013 the tenants gave notice that they intended to move out of the rental unit by October 31, 2013. The tenants vacated the rental unit before the end of October 2013. The tenants gave the landlord their written forwarding address on December 20, 2013, and the landlord made this application on December 24, 2013.

The landlord has claimed \$1180 in lost revenue for November 2013, on the basis that the tenants gave late notice and the landlord was not able to re-rent the unit for November 2013.

The tenants stated that on August 1, 2013 they realized there were bedbugs in their rental unit. The tenants verbally informed the landlord of the issue, but they did not do anything. On August 20, 2013 the tenants gave the landlord a written request for bedbug treatment. The tenants stated that the landlord came into the rental unit and sprayed the unit with a handheld bottle of pesticide while the tenants were present. The tenants stated that the landlord told them that if they saw any more bedbugs they should spray again. The tenants sprayed the unit once and left for the weekend, and when they returned to the unit there was still quite a toxic, pungent smell. The tenants stated that the manager told the tenants that the landlord was not willing to pay for a professional company to treat for bedbugs. The tenants stated that they had all new furniture, which they had to throw out when they vacated the unit. The tenants stated that in addition to the cost of purchasing new furniture, they paid approximately \$700 for medical care for infections caused by bedbug bites.

The landlord's response to the tenants' testimony was as follows. The landlord told the tenants to treat for bedbugs themselves because the tenants' furniture was bought at a second-hand store. The landlord stated that no other tenant has complained about bedbugs until now, and she doesn't really know why there were bedbugs. The landlord also stated that she did not want to re-rent the unit right away because she wanted to make sure there were no bedbugs remaining. She therefore asked her manager to treat the unit three times after the tenancy ended.

Analysis

Upon consideration of the evidence I find that the landlord is not entitled to lost revenue for November 2013. The landlord responded entirely inappropriately to the tenants' complaint of bedbugs, even going so far as to use potentially toxic chemicals in the presence of the tenants, without any prior notice. I find that the landlord's response to the bedbug issue was so egregious as to have fundamentally breached the tenancy, and the tenants were therefore not required to give notice before vacating the unit.

As the landlord's application was not successful, they are not entitled to recovery of their filing fee.

Conclusion

The landlord's application is dismissed.

The landlord must return the security deposit to the tenants. I therefore grant the tenants an order for the balance due of \$590. 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 29, 2014

Residential Tenancy Branch

