



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      FF, MNR, MND, MNSD & MNDC

### Introduction

A hearing was conducted by conference call in the presence of both parties. On the basis of the solemnly affirmed evidence presented at that hearing, a decision has been reached. All of the evidence was carefully considered.

Both parties were given a full opportunity to present evidence and make submissions. Neither party requested an adjournment or a Summons to Testify. Prior to concluding the hearing both parties acknowledged they had presented all of the relevant evidence that they wished to present.

I find that the Application for Dispute Resolution/Notice of Hearing filed by each party was sufficiently served on the other by mailing, by registered mail to where the other party resides. With respect to each of the applicant's claims I find as follows:

### Issue(s) to be Decided

The issues to be decided are as follows:

- a. Whether the landlord is entitled to a monetary order and if so how much?
- b. Whether the landlord is entitled to retain all or a portion of the security deposit/pet deposit?
- c. Whether the landlord is entitled to recover the cost of the filing fee?
- d. Whether the tenant is entitled to a monetary order and if so how much?
- e. Whether the tenant is entitled to recover the cost of the filing fee?

### Background and Evidence

The parties entered into a one year fixed term written tenancy agreement that provided that the tenancy would start on November 1, 2013 and end on October 31, 2014. The tenancy agreement provided that the tenant(s) would pay rent of \$795 per month payable on the first day of each month. The tenant paid a security deposit of \$400 at the start of the tenancy.

Around the middle of January the tenant became aware of a bedbug problem in her rental unit and she notified the landlord. The landlord retained the services of a Pest Control Company who treated the rental unit within a day of receiving the call. The tenant continued to experience problems with bedbugs. The Pest Control technician stated the problem had been dealt with and she must continue with the protocol.

On January 28, 2014 the tenant e-mailed the landlord advising the landlord she was giving him one month notice and ending the tenancy on February 28, 2014. The tenant continued to experience problems with bedbugs. The landlord testified this was the first time he experience a bedbug problem in his building. Another tenant who lives across the hall from the landlord advised the landlord of a bedbug problem at the end of January. He stated it is difficult to determine which of the two tenants brought in the bedbugs.

The tenant spent a few nights in a hotel and other time in another living accommodation. The tenant claims \$1200 including \$400 for the security deposit and reimbursement of \$800 for the rent for February. The landlord was able to find a new tenant who moved in in early March. There is a liquidated damage clause that provides the landlord is entitled to \$795 if the tenant vacates before the end of the fixed term. The landlord claims \$500 which is the cost he has incurred to hire a real estate agent to re-rent the rental unit. The landlord submits he has done all that he can be reasonably expected of him in resolving the problem. The landlord further submits that even if the tenant is entitled to some compensation for February she did not have a legal right to end the tenancy and he has entitled to compensation for his losses caused as a result of her breach of the fixed term tenancy agreement.

Settlement:

At the end of the hearing the parties reached a settlement and they asked that I record the settlement pursuant to section 63(2) of the Residential Tenancy Act as follows:

- a. The landlord shall pay to the tenant the sum of \$400.
- b. This is a full and final settlement and each party releases and discharges the other from all further claims with respect to this tenancy.

Monetary Order and Cost of Filing fee

**As a result of the settlement I ordered that Landlord pay to the Tenant the sum of \$400.**

Should the respondent fail to comply with this Order, the Order may be filed in the Small Claims division of the Provincial 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: June 12, 2014

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Residential Tenancy Branch

