



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes FF, MND, MNDC, MNR, MNSD, RR

Introduction

This decision deals with two applications for dispute resolution, one brought by the tenant, and one brought by the landlord(s). Both files were heard together.

The tenant's amended application is a request for a monetary order for \$6498.67, which includes recovery of the filing.

The landlord's application is a request for a monetary order for \$1417.54, and a request to retain the full security deposit towards the claim. The landlords are also requesting recovery of their filing fee.

Issue(s) to be Decided

The issues are whether or not the landlords or tenant have established a monetary claim against the other, and if so in what amount.

Background and Evidence

The tenant testified that:

- There was a pre-existing bedbug infestation in the rental unit which the landlords failed to disclose prior to him moving in.
- As a result of the extreme bedbug infestation he had the following expenses and losses:
 - He had to purchase plastic bins to store his clothing in, at a cost of \$239.24

- He had to purchase heavy-duty garbage bags in which to store items away from the bedbugs at a cost of \$22.39.
- He had to wash all of his clothing and linens at the laundromat at a cost of \$200.00.
- He had to replace his mattress as it was infested with bedbugs.
- He had to replace a leather sofa chair.
- He had to replace the dining room table and chairs.
- He had to replace his vacuum cleaner.
- And he had to replace the TV stand.
- He also ended up having to vacate the rental unit and put his belongings in storage.
- He lost out on income for a music festival he was supposed to participate in but was unable to as no one wanted to carpool with him after they heard he had bedbugs.
- He also believes he should get compensation for having a rental unit that was basically uninhabitable.
- And he wants return of his security deposit and filing fee.

Therefore the total requested claim is as follows:

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| Cost of storage bins | \$239.24 |
| Cost of heavy-duty garbage bags | \$22.39 |
| Laundromat costs | \$200.00 |
| Estimated cost to replace mattress | \$1000.00 |
| Estimated cost to replace sofa chair | \$750.00 |
| Estimated cost to replace dining room table and chairs | \$500.00 |
| Estimated cost to replace vacuum cleaner | \$200.00 |
| Estimated cost to replace TV stand | \$50.00 |
| Storage costs for August/14 | \$199.59 |
| Storage cost for September/14 | \$212.45 |
| Lost income | \$1700.00 |
| Compensation for loss of use and enjoyment | \$850.00 |
| Return of security deposit | \$425.00 |
| Filing fee | \$50.00 |

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| Total | \$6398.67 |
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The landlord's testified that:

- There was no pre-existing bedbug problem in the rental property, and, in fact, the tenant did not even report a problem with bedbugs until two months after he moved in.
- Once the bedbug problem was reported they dealt with it as quickly as possible, hiring professional exterminators to rid the property of bedbugs.
- It did take more than one treatment; however the bedbug problem was completely rectified, and they even have new tenants in the rental unit.
- They therefore believe that the tenant does not have the right to any compensation.
- Further it is also their belief that the tenant did not have the right to vacate the rental unit prior to the end of his lease, and they are therefore requesting a monetary order for rent for the month of August 2014 as the tenant did not move out of the rental unit until August 18, 2014.
- There also requesting an order for liquidated damages as required by the tenancy agreement.
- The tenant also left the carpets in the rental unit in need of cleaning, and also left the unit in need of some general cleaning.
- The tenant failed to return the laundry card, the door keys, and the mailbox key.
- The tenant left a bunch of junk furniture behind which they had to pay to remove.
- At the end of the tenancy they found a door in the rental unit damaged.

They are therefore requesting a monetary order as follows:

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| August 2014 rent | \$900.00 |
| Liquidated damages | \$425.00 |
| Carpet cleaning | \$103.95 |
| General cleaning | \$90.00 |
| Laundry card | \$10.00 |
| Door lock | \$44.09 |
| Repair door | \$56.70 |
| Furniture removal | \$152.30 |
| Mailbox key | \$10.50 |
| Filing fee | \$50.00 |
| Total | \$1842.54 |

They therefore request an order allowing them to keep the full security deposit of \$425.00, and requested a monetary order be issued for the difference in the amount of \$1417.54.

In response to the landlord's testimony the tenant testified that:

- He did not report the bedbugs to the landlord until two months after he moved in, because originally he thought he was getting mosquito bites.
- Once he found it was bedbugs immediately reported it to the landlords.
- Further when he vacated the rental unit he left the keys on the stove on August 18, 2014. (He has included a photo of the stove with the keys on top)

Analysis

It is my finding that the tenant has not met the burden of proving his claim that the bedbug infestation existed when he moved into the rental property.

I find it very unlikely that the tenant would have endured a bedbug infestation for two months before reporting it to the landlords.

Further it is also my finding that there is no evidence to show that the bedbug infestation was the result of any willful or negligent actions on the part of the landlords.

I also find that, once the bedbug infestation was reported, the landlords took reasonable steps to deal with the bedbug infestation in a timely and professional manner.

I therefore will not allow the tenants claim for any of the costs or losses incurred as a result of the bedbug infestation.

I will however allow portion of the landlords claim.

I allow the claim for lost rental revenue, because in the tenant's own testimony he stated that he did not finish his cleaning until August 18, 2014 and therefore it's my finding that he is liable for August 2014 rent.

I also allow the claim for liquidated damages as the tenant was in the fixed term tenancy and breached that tenancy by vacating prior to the end of the term. Therefore since the tenant had agreed to pay liquidity damages in the tenancy agreement, I allow that portion of the claim.

I will not allow the landlords claim for carpet cleaning or cleaning. Under the Residential Tenancy Act a tenant is responsible to maintain "reasonable health, cleanliness and sanitary standards" throughout the premises. Therefore the landlord might be required to do extra cleaning to bring the premises to the high standard that they would want for a new tenant. The landlord is not entitled to charge the former tenants for the extra cleaning. In this case it is my decision that the landlords have not shown that the tenants failed to meet the "reasonable" standard of cleanliness required.

I will allow the landlords claim for the laundry card as the tenant admitted that he forgot to return that card.

I also allow the landlords claim for replacing the door lock and the mailbox key, because although the tenant claims to left them on the stove, the landlords did not find them on the stove, and it is the tenants responsibility to ensure that all keys were returned to the landlords.

I also allow the landlords claim for removing the tenant's furniture as the tenant admits that he left furniture behind in the rental property and is my finding that it was reasonable for the landlords to dispose of that furniture since the tenant did not indicate that he would be returning for the furniture.

I deny the landlords claim for a door repair, as is my finding the landlords have not met the burden of proving that the tenant damaged a door during the tenancy. I have viewed the landlord's photo evidence, and there is no door damage obvious in any of the photos.

Therefore the total amount of the landlords claim that I have allowed it is as follows:

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| August 2014 lost rental revenue | \$900.00 |
| Liquidated damages | \$425.00 |
| Laundry card | \$10.00 |
| Door lock | \$44.09 |

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| Furniture removal | \$152.30 |
| Mailbox key | \$10.50 |
| Filing fee | \$50.00 |
| Total | \$1591.89 |

Conclusion

I have allowed \$1591.89 of the landlords claim and I therefore order that the landlords we retain the full security deposit of \$425.00, and have issued a monetary order in the amount of \$1166.89. The remainder of the landlords claim is dismissed without leave to reapply.

The tenant's claim is dismissed, in full, without leave to reapply.

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: October 02, 2014

Residential Tenancy Branch