



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: *MNR, MNSD, FF*

Introduction

This hearing dealt with an application by the tenant pursuant to the *Residential Tenancy Act* for a monetary order for compensation in the amount of \$1,984.40, for the cost of a bed bug treatment and compensation, for the return of double the security deposit and for the recovery of the filing fee.

Both parties attended the hearing and were given full opportunity to present evidence and make submissions.

The parties acknowledged receipt of evidence submitted by the other and gave affirmed testimony.

Issues to be decided

Was the landlord negligent with regard to responding to the tenant's complaints of bed bugs? Did the tenant suffer a monetary loss from carrying out the treatment himself? Is the tenant entitled to the return of double the security deposit and to the recovery of the filing fee?

Background and Evidence

The tenancy started on August 16, 2011. The monthly rent was \$750.00 due on the first of each month. Prior to moving in, the tenant paid a security deposit of \$375.00. The rental unit is located on the ground floor of the landlord's home. The tenant moved out on April 27, 2014 and provided his forwarding address to the landlord that day.

The tenant stated that on September 02, 2012, he reported the presence of bed bugs inside the rental unit. The landlord inspected the unit and advised the tenant to use spray to kill the bed bugs.

The tenant ordered an inspection from a pest control company and this inspection was conducted on September 07, 2012. The technician did not find live bed bugs and instructed the tenant to continue doing what he was doing to eradicate the bed bugs. The tenant was charged \$84.00 for this inspection. The landlord agreed to pay half the cost. The tenant is claiming the balance of \$42.00 from the landlord.

The tenant is also claiming \$1,192.40 for bed bug treatment and compensation which includes an estimate of what a pest control company would charge to treat the problem and the return of one month's rent as compensation.

The landlord stated that the tenant left the unit dirty and the walls that were painted just prior to the start of the tenancy, had scratches and stains. The landlord asked the tenant to pay \$20.00 to clean the stove and \$210.00 for the cost of painting. The tenant refused to do so. Despite the tenant's refusal to cover the cost of cleaning and painting, the landlord made a deduction of \$230.00 off the security deposit and returned the balance to the tenant within 15 days of the end of tenancy. The name of the tenant was incorrectly spelt and the tenant stated that he had not cashed the cheque. The tenant is claiming the return of double the security deposit.

Analysis

Based on the testimony of both parties, I find that in September 2012, the tenant ordered an inspection by the pest control company without the permission of the landlord. The landlord paid half the cost and the tenant is now claiming the balance of \$42.00. The tenant is claiming the cost of the treatment based on an estimate from a pest control company and is also claiming a month's rent as compensation for the inconvenience suffered.

Based on the testimony of both parties, I find that by not applying for dispute resolution during the tenancy, the tenant took no steps to seek a solution to the agreed-upon problem. I further find that the tenant is now making a monetary claim for compensation after the tenancy ended and almost two years after the incident.

Since the tenant ordered an inspection without the permission of the landlord, did not use the services of a commercial company to deal with the problem and therefore did not incur this cost, did not file documentary evidence to support his claim for costs incurred for bed bug sprays and did not address these issues during the tenancy, I find that the tenant's claims for \$42.00 for the inspection and \$1,192.40 for bed bug treatments and compensation, must be dismissed.

Section 38(1) of the Act provides that the landlord must return the security deposit or apply for dispute resolution within 15 days after the later of the end of the tenancy and the date the forwarding address is received in writing.

Based on the sworn testimony of the both parties, I find that the landlord did not make application to retain a portion of the deposit but returned the security deposit after making a deduction, that the tenant did not agree to. Therefore I find that the tenant is entitled to the return of double the security deposit.

The tenant has proven his claim and is therefore entitled to the recovery of the filing fee.

Overall the tenant has established a claim for \$800.00 which consists of \$750.00 for the return of double the security deposit plus \$50.00 for the recovery of the filing fee.

I grant the tenant an order under section 67 of the *Residential Tenancy Act*, for **\$800.00**. This order may be filed in the Small Claims Court and enforced as an order of that Court

Conclusion

I grant the tenant a monetary order in the amount of **\$800.00**.

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 03, 2014

Residential Tenancy Branch

