



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Burnaby Heights Ltd.  
and [tenant name suppressed to protect privacy]

## **DECISION**

### Dispute Codes

Landlord's application: MND, MNR, MNSDFF

Tenant's application: MNSD

### Introduction

This was a hearing with respect to applications by the landlord and by the tenant. The landlord applied for a monetary award and for an order to retain the tenant's security deposit. The tenant applied for the return of her deposit. The hearing was conducted by conference call. The tenant and the landlord's representative called in and participated in the hearing.

### Issue(s) to be Decided

Is the landlord entitled to a monetary award for unpaid rent and cleanup costs?  
Is the tenant entitled to the return of all or part of her security deposit?

### Background and Evidence

The rental unit is an apartment in Burnaby. The tenancy agreement began on February 1, 2013. The monthly rent was \$880.00 and the tenant paid a security deposit of \$440.00 and a key deposit of \$50.00 at the start of the tenancy.

The landlord testified that the tenant moved out in July without giving notice. He referred to a letter from the tenant dated July 5, 2014 wherein the tenant stated that she had moved out of the rental unit because she claimed it was uninhabitable due to a bedbug infestation. The landlord claimed for unpaid rent for July in the amount of \$880.00 and for cost of removal of furniture and belongings abandoned in the rental unit as well as cleaning costs. The landlord claimed \$880.00 in unpaid rent for July, and \$273.00 for removal and disposal of furniture and junk abandoned by the tenant. The landlord claimed a further \$100.00 for cleaning.

The tenant applied for dispute resolution to claim the return of her security deposit of \$44.00 plus a \$50.00 key deposit. The tenant testified that she discovered bedbugs in her apartment on June 16<sup>th</sup> and found that there was a nest of bedbugs near where she slept. The tenant reported the infestation to the landlord who said that he would send an exterminator to treat the apartment. The tenant said that she had to discard her bed and most of clothes and furniture because they were infested with bedbugs. The tenant said that she had to vacate the apartment for several days after it was sprayed because of the toxic chemicals. She testified that she later discovered that some of the occupants of surrounding apartments in the building reported to her that they also had bedbugs and received treatments for them. The tenant said that the landlord was verbally abusive to her and did not take the problem seriously. The tenant moved out on or about July 5<sup>th</sup>. The tenant complained about the condition of the rental unit and said it was not properly kept up. She claimed that the bedbugs were in the building and had not been properly treated. She alleged that the hallway carpets had never been treated for bedbugs.. The tenant claimed that her occupancy of the rental unit had cost her thousands of dollars. She said that in August, 2013 someone broke into her apartment and stole all of her valuable possessions. The tenant also complained that there were other problems at the rental property, including discarded drug paraphernalia and thefts from her storage locker. She said that she left furniture in the rental unit worth \$700.00 because it needed to receive additional bedbug treatments. The tenant requested the return of her security deposit in the amount of \$440.00 and her key deposit of \$50.00.

The landlord submitted documents from the pest control company that treated the rental unit. He said that he called the pest control company to treat the unit as soon as the tenant told him of the bedbug problem. The landlord said the treatment was delayed because the tenant cancelled the initial appointment. The tenant denied cancelling an appointment, but acknowledged that the appointment had to be scheduled when she was home because she could not afford to take time from work. The landlord submitted a report from the pest control company; it included recommendations for the tenant, including instructions to wash clothing in hot water and dry at high temperature.

### Analysis

The *Residential Tenancy Act* requires that a tenant give one month's written notice to end a month to month tenancy. If the tenant alleges that the landlord has breached a material term of the tenancy agreement, then the tenant is obliged to give the landlord written notice of the breach and provide the landlord with a reasonable opportunity to rectify the breach. In this case the landlord was advised of a bedbug infestation and I find that he acted promptly to treat the problem. I find that the presence of bedbugs has

not been shown to be due to any negligence or lack of care on the part of the landlord and I find that he acted to treat them as soon as he was notified. I do not find that the presence of bedbugs constituted grounds for the tenant to move out without giving notice. The tenant abandoned her belongings in the rental unit and they had to be disposed of. I find that the landlord is entitled to recover unpaid rent for July in the amount of \$880.00 and to an award for the cost of removing the tenants abandoned property in the amount of \$123.0 for dump fees and a further \$150.00 for removal and transport. I do not allow the claim for cleaning because the landlord has not submitted any documents to support such a claim. The total award to the landlord is the sum of \$1,153.00. the landlord is entitled to recover the \$50.00 filing fee, for a total award of \$1,203.00. The landlord holds a \$440.00 security deposit and a \$50.00 key deposit. I order that the landlord retain the deposits totalling \$490.00 in partial satisfaction of this award and I grant the landlord an order under section 67 for the balance of \$713.00. This order may be registered in the Small Claims Court and enforced as an order of that court.

### Conclusion

The landlord's claim has been allowed in the amount stated. The tenant's claim for the return of her deposits has been dismissed, but the deposits have been applied in partial satisfaction of the landlord's claim.

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: December 23, 2014

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Residential Tenancy Branch

