



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC, MNSD, FF

Introduction

This hearing dealt with an application by the landlord for a monetary order and an order to retain the security deposit in partial satisfaction of the claim. Both parties participated in the conference call hearing. The landlord submitted some documentary evidence for this hearing which the tenant confirmed that she received. Both parties gave affirmed evidence.

Issue to be Decided

Is the landlord entitled to a monetary order as claimed?

Background, Evidence and Analysis

The landlord's testimony is as follows. The tenancy began on September 1, 2013 and ended on September 3, 2014. The tenants were obligated to pay \$840.00 per month in rent in advance and at the outset of the tenancy the tenants paid a \$420.00 security deposit.

I address the landlord's claims and my findings around each as follows.

First Claim – The landlord is seeking \$96.00 for the replacement of some blinds. The tenant does not dispute this claim. Based on the agreement and the acknowledgment of the tenant I find that the landlord is entitled to \$96.00.

Second Claim – The landlord is seeking \$630.00 for heat treating the tenants' bedroom for bedbugs. The landlord stated that it cost him \$1260.00 for the treatment. The landlord stated that the tenant had initially agreed with paying half but later changed her mind. The landlord stated that the tenant advised him that she saw the bugs on her bed two weeks prior to notifying him. The landlord stated that the tenant made a bad situation worse by not informing him sooner.

The tenant disputes this claim. The tenant stated that the landlord was very aggressive towards her about splitting the costs. The tenant stated that she initially agreed to split the cost but later made inquiries with the Branch and found out unless she was responsible for the bed bugs she did not have to agree to this arrangement. The tenant stated that she showed her good

character by telling the landlord about the bugs at the end of her tenancy. The tenant stated she could have left without telling him and that this whole situation could have been avoided. The tenant stated that she may have seen some bugs a couple of weeks prior but thought it was a ladybug or silverfish. The tenant stated that she wasn't sure if it was a bedbug.

When a party makes a claim for damage or loss **the burden of proof lies with the applicant to establish their claim**. To prove a loss the applicant must satisfy the following four elements:

1. Proof that the damage or loss exists,
2. Proof that the damage or loss occurred due to the actions or neglect of the other party in violation of the Act, Regulation or tenancy agreement,
3. Proof of the actual amount required to compensate for the claimed loss or to repair the damage, and
4. Proof that the applicant followed section 7(2) of the Act by taking steps to mitigate or minimize the loss or damage being claimed.

It's clear to me that there were bedbugs however the applicant has failed to prove that it was as a direct result of the tenants neglect or recklessness that caused the issue. As the applicant has not satisfied all four of the above grounds as required, I must dismiss this portion of his application.

Third Claim – The landlord is seeking \$160.00 for having to refund the new incoming tenants. The landlord stated that the tenants over held the unit until September 3, 2014.

The tenant agreed that she moved out on September 3, 2014 as she left her personal items and furniture behind to be heat treated. Based on that acknowledgement I find that the landlord is entitled to \$160.00.

The landlord is also entitled to the recovery of his \$50.00 filing fee.

Conclusion

The landlord has established a claim for \$306.00. I order that the landlord retain \$306.00 from the security deposit in full satisfaction of the 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: April 09, 2015

Residential Tenancy Branch

