



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Nacel Properties Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes: MNDC

Introduction

In response to the tenant's application for a monetary order as compensation for damage or loss under the Act, Regulation or tenancy agreement, a hearing was originally convened on April 10, 2015. Both parties attended and gave testimony. However, as the Adjudicator who conducted that hearing has since fallen ill, a Decision was unable to be issued. In the result, the Branch determined that a new hearing would be required and a new notice of hearing was mailed to both parties by the Branch. This new hearing was scheduled to commence at 1:00 p.m. on June 17, 2015. Both parties attended and gave affirmed testimony.

At the outset of the hearing, the parties were informed that I would issue a Decision in this dispute based solely on the documentary evidence before me, in addition to the affirmed testimony of the parties during this new hearing.

Issue(s) to be Decided

Whether the tenant is entitled to a monetary order as compensation for damage or loss under the Act, Regulation or tenancy agreement.

Background and Evidence

Pursuant to a written tenancy agreement the fixed term of tenancy was from May 08, 2014 to November 30, 2014. The agreement provides that monthly rent of \$900.00 is due and payable in advance on the first day of each month. The tenant began moving her possessions into the unit on May 06, 2014, and pro-rated rent paid for the month of May 2014 was limited to \$696.72. A security deposit of \$450.00 was collected, and a move-in condition inspection report was completed with the participation of both parties. There is no documentation on the report in regard to bedbugs.

The tenant testified that after moving into the unit she discovered what were later determined by her physician to be bed bug bites on various parts of her body. For this reason, the tenant decided to vacate the unit after staying there for only several nights. The tenant then moved to her mother's home and within a day or two after that, she or her mother notified the landlord by telephone as to what had transpired. In June 2014 the landlord repaid the tenant's security deposit of \$450.00 in full.

The landlord subsequently arranged for a pest control agent to attend the unit on May 14, 2014, at which time the agent administered an initial treatment for bedbugs.

Later, by letter dated September 17, 2014 the tenant retroactively informed the landlord of her decision to end the tenancy, stating that she vacated on May 14, 2014. In her letter the tenant also informed the landlord that was seeking compensation for dry cleaning and replacement of certain furnishings, all of which she claimed were required as a result of bedbugs found in the unit. The tenant's application for dispute resolution was filed on September 15, 2014.

During the hearing the landlord disputed the tenant's claim for compensation, and suggested it was possible that the tenant herself introduced bedbugs into the unit at such time as she took possession in May 2014.

Analysis

Based on the documentary evidence and testimony, the various aspects of the tenant's application and my related findings are set out below.

\$427.77: *replacement cost of various furniture*

\$218.40: *reimbursement of cost for custom made screens*

\$223.98: *replacement cost of sofa*

\$412.16: *replacement cost of mattress*

[Total claimed: \$1,282.31]

There is no evidence before me which speaks to when the subject unit was last inspected for bedbugs, prior to the time when the tenant brought her concerns to the landlord's attention in early to mid May 2014. Evidence does, however, include documentation by a pest control agent to the effect that bedbugs were found in the unit on May 14, 2014. I find on a balance of probabilities that there were already bedbugs in the unit when the tenant began moving into the unit on May 06, 2014.

In the absence of pictures of any of the tenant's discarded furnishings, or receipts reflecting their original purchase price, or documentation which addresses either the age or condition of any of the items at such time as they were discarded, (with the exception of screens which were said to be custom made and new), I find that the tenant has established entitlement limited to **\$423.00**, or approximately 33% of the total amount claimed.

\$10.50: *dry cleaning*; \$226.80: *dry cleaning*; \$77.20: *dry cleaning*

[Total claimed: \$314.50]

There is insufficient evidence for me to reasonably conclude that all items dry cleaned were directly impacted by bedbugs allegedly found in the tenant's unit, and that they were dry cleaned for this reason. Accordingly, I find that the tenant has established entitlement limited to **\$157.25**, or 50% of the amount claimed.

\$225.00: *cost of bedbug treatment at tenant's mother's home*

To the extent that treatment for bedbugs in the tenant's mother's home is related to the tenancy, I find that the tenant has established entitlement limited to **\$50.00**.

\$696.72: *reimbursement of rent paid for May 2014*

Section 45 of the Act addresses **Tenant's notice**. I find that notice given by the tenant to end the fixed term tenancy does not comply with the aforementioned statutory provisions. Further, I find that the tenant failed to provide the landlord with an opportunity to respond to her allegations concerning bedbugs in the unit, prior to vacating the unit and effectively ending the tenancy "earlier than the date specified in the tenancy agreement as the end of the tenancy." In the result, this aspect of the application must be dismissed.

\$18.34: *development of photographs for evidence*

Section 72 of the Act addresses **Director's orders: fees and monetary orders**. With the exception of the filing fee for an application for dispute resolution, the Act does not provide for the award of costs associated with litigation to either party to a dispute. Accordingly, this aspect of the application must be dismissed.

Total entitlement: \$630.25 (\$423.00 + \$157.25 + \$50.00)

Conclusion

Pursuant to section 67 of the Act, I hereby issue a **monetary order** in favour of the tenant in the amount of **\$630.25**. Should it be necessary, this order may be served on the landlord, filed in the Small Claims 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 22, 2015

Residential Tenancy Branch

