



# Dispute Resolution Services

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNSD, MNDC, MND, FF

### Introduction

This hearing dealt with an application by the landlord for a monetary order and an order permitting him to retain the security deposit and a cross-application by the tenants for an order for the return of double their security deposit. Both parties participated in the conference call hearing.

### Issue to be Decided

Is the landlord entitled to a monetary order as claimed?  
Are the tenants entitled to an order for the return of double their security deposit?

### Background and Evidence

The facts are not in dispute. In February 2014, the tenants discovered bedbugs in the unit, which is on the upper floor of a home in which the lower floor is occupied by other tenants. The residents of the upper and lower floors share a common area. The landlord seeks to recover from the tenants the cost of treating the unit for bedbugs. The landlord originally filed his application for dispute resolution in November 2014, but in January 2015 amended his claim to include a claim against the security deposit. The tenants vacated the rental unit on January 31, 2015.

The landlord acknowledged that he did not know whether the tenants or the residents of the lower unit had brought the bedbugs into the rental unit.

### Analysis

In order to succeed in his claim, the landlord must prove on the balance of probabilities that it is more likely than not that the tenants brought the bedbugs into the rental unit. As the landlord is unable to prove this, his claim must fail and I therefore dismiss the landlord's claim in its entirety.

The landlord applied for the security deposit before the tenants vacated the unit. The only circumstances under which the landlord would be required to pay double the security deposit would be if the landlord failed to file a claim within 15 days of the later of the date the tenancy ended and the date the landlord received the forwarding address in writing. As the landlord filed his claim before the tenancy ended, I find that he is not liable for double the deposit and I advised the tenants of this at the hearing.

At the hearing the landlord agreed to return the \$1,400.00 security deposit to the tenants in full. In support of this agreement, I grant the tenants a monetary order under section 67 for \$1,400.00. This order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

### Conclusion

The landlord's claim is dismissed. The tenants are granted a monetary order for \$1,400.00.

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: July 08, 2015

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Residential Tenancy Branch

