



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      OPC, MNDC, FF

### Introduction

The landlord applies for an order of possession and for a monetary award for the cost of professional bed bug treatment alleged to have been caused or promoted by the tenant.

The tenant did not attend the hearing.

The landlord has obtained an order of possession in an earlier dispute resolution hearing.

### Issue(s) to be Decided

Does the relevant evidence presented during the hearing show on a balance of probabilities that the tenant has been duly served? If so, does it show that the landlord is entitled to the monetary award claimed?

### Background and Evidence

The rental unit is a one bedroom apartment in a 50 suite apartment building.

The tenancy started on April 1, 2013. The current monthly rent is \$840.00. The landlord holds a \$415.00 security deposit.

The landlord testifies that she, along with another, personally served the tenant with the application for dispute resolution and notice of hearing in this matter on July 14, 2015.

She submits a letter from a pest control company indicating that there is a bed bug problem in the apartment building and that the heaviest infestation is in the tenant's suite. The letter indicates that as of July 6, 2015, six suites, including the tenant's suite had to be treated for bed bugs, at a cost of \$1500.00.

### Analysis

On the undisputed evidence of the landlord I find that the tenant has been duly served in accordance with s.89 of the *Residential Tenancy Act*.

On that undisputed evidence I find that the tenant's suite has been the likely source of the bed bug infestation and that she is responsible for the \$1500.00 cost incurred by the landlord.

I grant the landlord recover of \$1500.00, as claimed, plus recovery of the \$50.00 filing fee.

The landlord indicated that since bringing this application the amount paid for extermination services has increased and that the tenant owes money for rent. These claims were not made in the application for dispute resolution presently before me and so I cannot, in fairness, consider them in the absence of proper notice of them to the tenant. The landlord is free to apply again to deal with claims arising since this application was made.

### Conclusion

The landlord is entitled to a monetary award of \$1550.00. With the landlord's agreement I authorize her to retain the \$415.00 security deposit in reduction of the amount awarded. There will be a monetary order against the tenant for the remainder of \$1135.00

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: September 15, 2015

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Residential Tenancy Branch

