



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, 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 attended the hearing and were given full opportunity to present evidence and make submissions. The parties acknowledged receipt of evidence submitted by the other and gave affirmed testimony.

Issue to be Decided

Is the landlord entitled to a monetary order as claimed?

Background, Evidence

The landlord's testimony is as follows. The tenancy began on March 1, 2015 and ended on April 30, 2015. The tenants were obligated to pay \$1900.00 per month in rent in advance and at the outset of the tenancy the tenants paid a \$950.00 security deposit. Condition inspection reports were conducted at move in and move out. The tenants participated in the move in condition inspection but not the move out. The landlord stated that the tenant called her on April 10, 2015 concerned that the unit may have bedbugs. The landlord stated that the tenant advised that she had some marks on her body and that she had called the pest control company to come the following day to investigate.

The landlord stated that she asked the tenant to let her know when the pest control company was on site and to give her call so that she could attend. The landlord stated that she lived in the unit next to the tenant. The landlord stated that she did not authorize any spraying of the unit. The landlord stated that tenant authorized the spraying of the unit without her knowledge or permission. The landlord stated that the tenant did not prepare the unit properly and that the spraying caused damage and staining to many items in the unit. The landlord stated that she incurred costs to clean the unit and to replace a mattress. The landlord stated that the tenants did not clean the unit whatsoever at move out.

The landlord is applying for the following:

1.	Carpet and Couch Cleaning	\$281.50
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2.	Mattress Removal	\$70.00
3.	Suite Cleaning	\$157.50
4.	Launder Duvet and Blankets	\$125.92
5.	Mattress Replacement	\$1006.75
6.	Filing fee	\$50.00
	Total	\$1691.67

The tenant gave the following testimony. The tenant stated that he “suspected” bed bugs due to the “stinging and swollen” marks on their body. The tenant stated that they felt it was the landlords’ duty to address the bug issue but felt she wasn’t taking it seriously enough. The tenant stated that the landlord was taking too long to address the issue.

Analysis

The tenant gave testimony that on April 10, 2015 he informed the landlord that he suspected bed bugs and then had the unit sprayed on April 11, 2015. The landlord submitted the pest controls invoice for this hearing. The invoice showed that no live bed bugs were found at the time of spraying. The landlord was adamant that she did not give the tenants permission to carry out the spraying as she had not yet had an opportunity to assess and address the situation. The landlord gave testimony that “I wanted to see what needed to be done and hire my own company; I didn’t want this company in my suite”. Based on the documentary evidence before me and the tenants own testimony that he only informed the landlord of the “suspected bedbug” issue one day prior to spraying the unit; I am satisfied that the tenant did not allow the landlord to address the situation and conducted spraying without the landlords knowledge or consent.

Section 67 of the *Act* establishes that if damage or loss results from a tenancy, an Arbitrator may determine the amount of that damage or loss and order that party to pay compensation to the other party. In order to claim for damage or loss under the *Act*, the party claiming the damage or loss bears the burden of proof. The claimant must prove the existence of the damage/loss, and that it stemmed directly from a violation of the agreement or a contravention of the *Act* on the part of the other party. Once that has been established, the claimant must then provide evidence that can verify the actual monetary amount of the loss or damage.

The landlord has submitted receipts for all of the claims made in the table above along with the condition inspection report and her oral testimony. I am satisfied that the landlord has shown that she incurred costs for carpet cleaning, couch cleaning, suite cleaning, launder and dry clean duvet covers and blankets, and mattress removal due to the tenants actions which were in breach of the *Act*, and I find that the landlord is entitled to the amounts sought for those claims for an award of \$634.92.

The landlord is seeking \$1006.75 for the mattress replacement. The landlord stated that the previous mattress was five years old and was stained and damaged when the company sprayed it. The landlord stated that the spray was toxic and the stains could not be removed.

Policy Guideline 40 addresses the “useful life” of building elements. An Arbitrator may award an amount based on the pro-rated amount of “useful life” remaining on an item if it is damaged or needs replacing. Mattresses are not listed in the table. If a building element does not appear in the table, the useful life will be determined with reference to items with similar characteristics in the table or information published by the manufacturer.

Parties to dispute resolution may submit evidence for the useful life of a building element. Evidence may include documentation for a particular item claimed. The landlord has not provided any information as to the “useful life” of this mattress. However, I find that there has been a breach under the Act as a result of the tenants’ unauthorized actions and find that a nominal award is appropriate. I find that the landlord is entitled to \$300.00

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

Conclusion

The landlord has established a claim for \$984.92. I order that the landlord retain the \$950.00 security deposit in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$34.92. This order may be 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: October 21, 2015

Residential Tenancy Branch

