



# 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 was convened in response to an application by the Tenant pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. A Monetary Order for compensation - Section 67;
2. An Order for the return of double the security deposit - Section 38; and
3. An Order to recover the filing fee for this application - Section 72.

I accept the Tenant’s evidence that the Landlord was served with the application for dispute resolution and notice of hearing by registered mail in accordance with Section 89 of the Act. The Landlord did not attend the hearing. The Tenant was given full opportunity to be heard, to present evidence and to make submissions.

### Issue(s) to be Decided

Is the Tenant entitled to compensation for the presence of bed bugs in the unit?

Is the Tenant entitled to compensation for extra rent paid to the Landlord?

Is the Tenant entitled to return of double the security deposit and return of the filing fee?

### Background and Evidence

The tenancy of a furnished unit started on June 1, 2015 but the Tenant was told that they could move into the unit on May 31, 2015. Rent of \$1,400.00 was payable monthly on the first day of each month. At the outset of the tenancy the Landlord collected \$800.00 as a security deposit and \$150.00 as a fob deposit.

Upon moving into the unit the Landlord demanded an extra \$50.00 for moving into the unit before June 1, 2015. The Tenant paid this amount despite the Landlord's previous agreement that they could move in a day early. The Tenant claims return of the \$50.00.

Upon move-in the Tenant discovered that the unit was infested with bed bugs. The Tenant immediately informed the Landlord but the Landlord did nothing until the first week of June 2015 when the Landlord attended the unit with its own chemicals and sprayed the unit. The bugs did not disappear so the Landlord returned again and sprayed the unit. The Tenant stayed at a hotel for the period June 4 to June 8, 2015 while the two treatments occurred and upon return to the unit the bugs were still present. The Tenant claims the hotel costs of \$794.00.

The Tenant had paid the full rent for June but moved out of the unit and returned the keys on June 13, 2015. The Tenant provided its forwarding address on June 11 and June 14, 2015. The Tenant claims return of the \$1,400.00.

The Landlord has not returned the security and fob deposit and has not made an application to claim against the security deposit. The Tenant claims return of double the security deposit in the amount of \$1,600.00 and return of the fob deposit of \$150.00.

### Analysis

Section 32 of the Act provides that a landlord must provide and maintain residential property in a state of decoration and repair that complies with the health, safety and housing standards required by law, and having regard to the age, character and location of the rental unit, makes it suitable for occupation by a tenant. Section 7 of the Act provides that where a landlord does not comply with the Act, regulation or tenancy agreement, the landlord must compensate the tenant for damage or loss that results. Based on the undisputed evidence of the Tenant I find that the Landlord failed to provide a habitable unit to the Tenant and that the Tenant incurred costs as a result. I find therefore that the Tenant is entitled to return of the June 2015 rent of **\$1,400.00** and is entitled to the hotel costs of **\$794.00**. As the Tenant returned the keys to the unit and

based on the undisputed evidence that the fob deposit was not returned I find that the Tenant is entitled to **\$150.00** for the fob. As the Tenant was told he could move into the unit on May 31, 2015 without being told about any extra cost I find that the Tenant is entitled to return of the extra **\$50.00** paid for rent.

Section 38 of the Act provides that within 15 days after the later of the date the tenancy ends, and the date the landlord receives the tenant's forwarding address in writing, the landlord must repay the security deposit or make an application for dispute resolution claiming against the security deposit. Where a Landlord fails to comply with this section, the landlord must pay the tenant double the amount of the security deposit. Based on the undisputed evidence of the Tenant I find that the Landlord has not returned the security deposit and must now return double the security deposit plus zero interest to the Tenant in the amount of **\$1,600.00**. As the Tenant has been successful with its application I find that the Tenant is entitled to recovery of the **\$50.00** filing fee for a total entitlement of **\$4,044.00**.

#### Conclusion

I grant the Tenant an order under Section 67 of the Act for **\$4,044.00**. If necessary, 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: December 01, 2015

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Residential Tenancy Branch

