



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Mainstreet Equity Corp.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes FF, MND, MNDC, MNR, MNSD

Introduction

This is an application brought by the Landlord(s) requesting a monetary order in the amount of \$1244.00, a request for recovery of the \$50.00 filing fee, and a request to retain the full security deposit towards the claim.

The applicant(s) testified that the respondent was served with notice of the hearing by registered mail that was mailed on June 27, 2015; however the respondent did not join the conference call that was set up for the hearing.

Pursuant to section 90 of the Residential Tenancy Act, documents sent by registered mail are deemed served five days after mailing and therefore it is my finding that the respondent has been properly served with notice of the hearing and I therefore conducted the hearing in the respondent's absence.

The applicant's testimony was taken under affirmation.

Issue(s) to be Decided

The issue is whether or not the applicant has established monetary claim against the respondent, and if so in what amount.

Background and Evidence

The applicant testified that this tenancy began on June 1, 2012, and on June 29, 2012 the tenant paid a security deposit of \$50.00.

The applicant further testified that the tenant failed to pay the full June 2015 rent and subsequently vacated on June 15, 2015, with \$461.25 in rent still outstanding.

The applicant further testified that in clause 7 of their tenancy agreement the tenant agreed to pay a \$25.00 late rental payment fee.

The landlord further testified that the tenant left the blinds in the rental unit damaged at the end of the tenancy and therefore they are charging a \$175.00 maintenance fee to repair those blinds.

The landlord also testified that the tenant brought used furniture into her rental unit and thereby introduced bedbugs to the unit, and as a result they had to arrange to have a bed bug treatment done in the rental unit. The tenant canceled the bed bug treatment on short notice and as a result they had to pay an \$84.00 cancellation fee. The bed bug treatment was therefore completed after the tenant vacated at a further cost of \$498.75.

The landlords are therefore requesting a monetary order as follows:

June 2015 rent outstanding	\$461.25
June 2015 late rent fee	\$25.00
Repair blinds	\$175.00
Bedbug cancellation fee	\$84.00
Bedbug treatment	\$498.75
Filing fee	\$50.00
Total	\$1294.00

Analysis

Is my finding that the landlord has shown that the tenant failed to pay full June 2015 rent and at the end of the tenancy there was a total of \$461.25 rent outstanding, and I therefore allow that portion of the landlords claim, plus the landlords late fee of \$25.00.

I deny the landlords claim for a maintenance fee for repairing blinds because the landlord has provided no evidence to show what damage occurred to the blinds, or what the age of those blinds was.

I will allow the landlords claim for bedbug cancellation fee and a bedbug treatment as I accept the landlord's testimony that the tenant introduced bedbugs to the rental unit on used furniture that she brought into the unit.

I also allow the landlords request for recovery of the \$50.00 filing fee.

Section 67 of the Residential Tenancy Act states:

67 Without limiting the general authority in section 62 (3) [*director's authority respecting dispute resolution proceedings*], if damage or loss results from a party not complying with this Act, the regulations or a tenancy agreement, the director may determine the amount of, and order that party to pay, compensation to the other party.

Therefore the total amount of the claim that I have allowed under section 67 is as follows:

June 2015 rent outstanding	\$461.25
June 2015 late fee	\$45.00
Bedbug cancellation fee	\$84.00
Bedbug treatment	\$498.75
Filing fee	\$50.00
Total	\$1139.00

Conclusion

I have allowed \$1139.00 of the landlords claim and I therefore order that the landlords may retain the full security deposit of \$50.00 and I have issued a monetary order in the amount of \$1089.00.

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: December 07, 2015

Residential Tenancy Branch

