



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, MNDC, MNSD, OLC, RR

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. An Order cancelling a notice to end tenancy - Section 47;
2. A Monetary Order for compensation - Section 67;
3. An Order for the return of the security deposit - Section 38;
4. An Order for the Landlord’s compliance - Section 62; and
5. An Order for a rent reduction - Section 65.

I accept the Tenant’s evidence that the Landlord was served with the application for dispute resolution and notice of hearing in person on April 9, 2016 in accordance with Section 89 of the Act. This service was witnessed by a 3rd party. The Landlord did not attend the hearing. The Tenant was given full opportunity under oath to be heard, to present evidence and to make submissions. The Witness gave evidence under oath.

Preliminary Matter

At the onset of the hearing the Tenant stated that since making its application he moved out of the unit due to mold that started growing on the walls of the unit. As the Tenant applied for return of the security deposit before the end of the tenancy I dismiss this claim with leave to reapply. As the tenancy has ended and as the claims for the cancellation of the notice to end tenancy, landlord’s compliance and a rent reduction are only related to an ongoing tenancy I dismiss these claims. The hearing proceeded solely on the claim for compensation.

It was noted that the Tenant's monetary work sheet set out a total claimed amount that was greater than the original amount claimed in the application for dispute resolution. The Tenant also confirmed that the original amount included the claim for the security deposit. As the application for dispute resolution was not amended I find that the Tenant is restricted to the total amount claimed on the application less the amount claimed for the return of the security deposit. The Tenant paid \$280.00 for a security deposit and I therefore find that the remaining amount to be claimed is \$650.00.

Issue(s) to be Decided

Is the Tenant entitled to compensation?

Background and Evidence

The tenancy started on September 1, 2015 and ended on April 29, 2016. Rent of \$580.00 was paid in advance of the first day of each month. At the outset of the tenancy the Tenant's security deposit of \$280.00 was paid by a ministry. The Tenant provided the ministry document of that payment.

A couple of weeks prior to the start of the tenancy the Witness viewed the unit on behalf of the Tenant and asked the Landlord whether there had been any problems with bedbugs in the building. The Landlord assured the Witness that there were no bedbugs. Within a short time of moving into the unit the Tenant found bedbugs and the Landlord brought in a pest control company who sprayed the unit. Following this the bedbugs were again present and reported by the Tenant and again the pest control company was brought in. The pests were gone for about 4 months and they appeared again in the beginning of April 2016. The Landlord did not call in a pest control company this time and only sprayed with a bug repellent. The Tenant discovered that the building had been infested with bedbugs prior to the Tenant renting the unit.

The Tenant had to throw out its queen size mattress and bedframe and couch due to the infestation. The Tenant obtained estimates of costs to replace the furniture for

\$450.00 each. The Tenant's claim is restricted to \$650.00 as set out under preliminary matters.

Analysis

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. 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. Based on the undisputed evidence of the Tenant I find that the Landlord knew that the building had a bedbug issue and failed to inform the Tenant of this. I also find that the Tenant's unit was infested with bedbugs and that the Landlord was negligent in providing and maintaining a habitable unit for the Tenant. Given the supporting evidence of costs I find that the Tenant is entitled to compensation of **\$650.00**.

Conclusion

I grant the Tenant an order under Section 67 of the Act for **\$650.00**. 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: May 16, 2016

Residential Tenancy Branch