



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNDC, ERP, RP, OPT, RR

### Introduction

This hearing convened as a result of the Tenant's Application for Dispute Resolution, filed July 11, 2016 and amended July 27, 2016, wherein the Tenant requested the following:

- a Monetary Order for money owed or compensation for damage or loss under the *Residential Tenancy Act*, the Regulation or the tenancy agreement;
- an Order that the Landlord make repairs, emergency and otherwise;
- an Order of Possession of the rental unit or site; and,
- an Order permitting the Tenant to reduce rent for repairs, services or facilities agreed upon but not provided.

Both parties appeared at the hearing. The hearing process was explained and the participants were asked if they had any questions. Both parties provided affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and make submissions to me.

The parties agreed that all evidence that each party provided had been exchanged. No issues with respect to service or delivery of documents or evidence were raised.

I have reviewed all oral and written evidence before me that met the requirements of the rules of procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

### Preliminary Matter

At the outset of the hearing the Tenant's Advocate confirmed that the Tenant no longer sought an Order of Possession, nor was he seeking a repair Order pursuant to sections 32 and 33 of the *Residential Tenancy Act*. Accordingly, I note those requests as being formally withdrawn at the hearing.

### Issues to be Decided

1. Is the Tenant entitled to monetary compensation from the Landlord?
2. Should the Tenant be entitled to reduce his rent pursuant to section 65(1) of the *Residential Tenancy Act*?

### Background and Evidence

The Tenant's Advocate, E.N., stated that the tenancy began July 1, 2016. He confirmed that monthly rent is payable in the amount of \$575.00. The Tenant also paid a security deposit in the amount of \$287.50, which was payable in instalments.

E.N. stated that the rental unit was not initially habitable due to a bed bug infestation and that as a result, he was not able to move into the rental unit until August 2016.

In the within application, the Tenant filed a monetary orders work sheet wherein he confirmed he sought recovery of the following:

Return of July Rent (\$575.00) and partial payment of security deposit (\$5.00)	\$580.00
Partial payment of security deposit	\$45.00
Carpet cleaning	\$16.79
Carpet cleaning	\$16.79
Wall cleaner	\$2.81
TOTAL	\$661.39

At the hearing, the Tenant's advocate confirmed that the \$50.00 amounts relating to the security deposit in the above table should be taken out as when they filed they were uncertain whether the Tenant would remain in the rental unit such that the claim before me was for \$611.39.

The Tenant's Advocate also confirmed that the Tenant has remained in the unit and has fully paid his security deposit.

The Tenant's Advocate confirmed that the Tenant sought recovery of the rent paid for July 2016 as the rental unit was not habitable until August 2016.

The Landlord, C.P. also testified. He stated that he allowed the Tenant to move into the rental unit on June 22, 2016 and that any amounts sought by the Tenant should take into consideration that he did not pay rent for eight days in June.

C.P. also confirmed that the Tenant paid \$575.00 for the rent for July 2016 as well as \$50.00 towards the security deposit. C.P. stated that he applied the Tenant's July rent payment towards the August 2016 and did not collect any rent payment from the Tenant for August 2016. C.P. also stated that the Tenant then paid \$232.50, on August 1, 2016, which was the outstanding security deposit.

C.P. stated that he was not prepared to reimburse the Tenant the amounts for items purchased to deal with the carpet cleaning and wall cleaning as the Tenant already received the benefit of eight free days of rent in June 2016.

C.P. stated that he was informed that there were bedbugs in the rental unit on June 30, 2016 and that he dealt with it as soon as he was able to on July 2, 2016.

**C.P. confirmed that he issued a 10 Day Notice on August 29, 2016 and that this was done in error. C.P. confirmed he wished to withdraw the 10 Day Notice.**

In reply to the Landlord's submissions, the Tenant's Advocate confirmed the Tenant's August 2016 rent was paid for by the July 2016 rent payment.

The Tenant's Advocate confirmed that the Tenant wished to pursue compensation for the inconvenience and impact the bed bugs had on the Tenant in addition to recovery of the July 2016 rent paid.

### Analysis

Rule 2.2 of the *Residential Tenancy Rules of Procedure* provides that a claim is limited to what is stated on the application. In the within application, and in particular the Amendment to an Application for Dispute Resolution, filed on July 27, 2016, the Tenant clearly indicated he sought compensation for the rent and partial security deposit paid as well as expenses relating to carpet and wall cleaning. During the hearing the Tenant's Advocate confirmed that the amounts paid towards the security deposit were not sought as the tenancy has continued.

As noted during the hearing, the Tenant has already been compensated for his July 2016 rent payment in that he did not pay rent for August 2016. Accordingly, I dismiss his claim for return of his July 2016 rent payment as having already been made.

I find based on the testimony and evidence before me that the Tenant has proven his claim for recovery of the amounts he paid for carpet and wall cleaning in the amount of **\$35.68**. I accept his evidence that these amounts are related to the bed bug infestation. I therefore authorize him to reduce his September 2016 rent payment by this sum such that he is to pay rent in the \$539.32 for the month of September 2016. His rent will return to the monthly amount of \$575.00 for October 2016.

The Tenant is at liberty to reapply for monetary compensation for other claims he may have relating to the infestation of his rental unit with bed bugs.

### Conclusion

The Tenant's claim for compensation for return of his July 2016 rent payment is dismissed as those funds were already applied to his August 2016 payment.

The Tenant is entitled to compensation in the amount of \$35.68 for expenses relating to cleaning of the carpet and walls as a result of the bed bug infestation in his rental unit. He is authorized to reduce his September 2016 rent by this amount.

The Tenant is at liberty to apply for further compensation relating to claims he may have as a result of the bed bug infestation in his rental unit.

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: August 31, 2016

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Residential Tenancy Branch