



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes

For the landlords: MNDC FF

For the tenant: MNDC FF

Introduction

This hearing was convened as a result of the cross-applications for dispute resolution (the “applications”) of the parties under the *Residential Tenancy Act* (the “Act”).

The landlords applied for a monetary order for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement and to recover the cost of the filing fee. The tenant applied for a monetary order for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement and to recover the cost of the filing fee.

The tenant, the son of the tenant, the male landlord (the “landlord”) and the son of the landlords, attended the hearing which was held via teleconference. The hearing process was explained to the parties and an opportunity was given to ask questions about the hearing process. Thereafter the parties gave affirmed testimony, were provided the opportunity to present their evidence orally and in documentary form prior to the hearing, and make submissions to me.

Neither party raised any concerns regarding the service of documentary evidence.

Issue to be Decided

- Is either party entitled to a monetary order under the *Act*, and if so, in what amount?

Background and Evidence

A month to month tenancy agreement began on April 1, 2015. Monthly rent in the amount of \$900.00 is due on the first day of each month. The tenant continues to occupy the rental unit.

The landlord is seeking \$500.00 for the full reimbursement of the amount paid to a pest control company as the tenant contacted the pest control company without the consent of the landlords or without the landlords' knowledge.

The tenant is seeking \$3,150.00 comprised of 3.5 months of 100% rent reimbursement due to bed bug bites.

Evidence relating to Landlords' claim

The landlords submitted two invoices from a pest control company. The first invoice dated August 2, 2016 has the customer name as the tenant and is in the amount of \$250.00. The second invoice dated August 17, 2016 also has the customer name as the tenant and is in the amount of \$525.00.

The tenant claims that at the end of July 2016 the tenant called the landlords to complain about bed bugs and the need for treatment. The landlords deny that the tenant called the landlords and that the first they were made aware of a complaint related to "fleas" was on August 13, 2016 after the tenant requested reimbursement of the pest control invoice. The landlords testified that they paid the tenant \$500.00 for what they thought was flea treatment however learned at a later date that the treatment was related to bed bugs and now the landlords are seeking full reimbursement of those costs as the landlords have never had a problem with bed bugs in the rental unit during any other tenancy at the rental unit.

The tenant confirmed that she received \$500.00 from the landlord but only paid the pest control company \$350.00 and still owes a balance of \$150.00 to the pest control company. The landlord A.B. (the "landlord") testified that the landlords suffered a loss of \$3,800.00 due to the bed bug remediation that had to be addressed before the home was sold. The landlords are not seeking the reimbursement of the \$3,800.00 bed bug remediation. The tenancy has since survived the sale of the home and the tenant continues to occupy the rental unit with new home owners as new landlords. The closing date of the sale of the home was September 30, 2016.

Evidence relating to Tenant's claim

The tenant testified that she is claiming 3.5 months of full rent reimbursement and provided the timeframe of May 25 to August 31 which is not 3.5 months as claimed. The tenant appeared to be uncertain of the dates she was claiming for during the hearing. The testified that her first communication with the landlord regarding fleas was in July when she saw the male landlord outside, which the landlord denies having occurred. The landlord stated that the first he was made aware of a flea problem was on August 13, 2016 when the tenant sought reimbursement for the pest control treatment.

The tenant confirmed that she did not submit any photographic evidence supporting that she suffered from bed bug bites from May 25 to August 31, which is the timeline she is claiming for. The tenant referred to a document ranging in dates from May 25, 2016 to August 30, 2016 that reads in part:

| "Date | Concern | Diagnosis |
|--------------|---------------------------|---------------------------------------------|
| 30Aug16 | Med review | other dermatoses, 702 |
| 16 Aug16 | refill MEsion | Insect bites with local reaction; DDD/OA |
| 12Jul16 | Flea bites? | other dermatoses, 702 |
| 14 Jun1 | L arm rash | other dermatoses, 702 |
| 25May16 | Bad Rash on back and arms | intervertebral disc dis,722" |

[reproduced as written with exception of medical provider name removed]

Analysis

Based on the documentary evidence and the oral testimony provided during the hearing, and on the balance of probabilities, I find the following.

Landlord's claim

I have considered the tenant's testimony which confirmed that the landlord paid her \$500.00 towards the pest control bill and the tenant kept \$150.00 of that amount and has not paid the pest control company the full \$500.00 amount which the landlord paid to the tenant. Furthermore, I find that the tenant has provided insufficient evidence that

she communicated with the landlord regarding bed bugs which was the actual pest issue and not fleas as claimed by the tenant. Therefore, I prefer the evidence of the landlord and the landlord's testimony over that of the tenant's and I find the tenant is responsible for the \$500.00 as the tenant arranged for pest control without the knowledge of the landlords and that the type of pest was not fleas, it was bed bugs, which ended up resulting in a cost to the landlords of \$3,800.00 to treat at a later date once the actual cause of the pest issue was made known to the landlords. Therefore, I find the tenant owes the landlords **\$500.00** as claimed by the landlords.

In future, the tenant is reminded to communicate with the landlords and give the landlords a reasonable opportunity to arrange for an inspection and any recommended treatment of pest concerns, versus arranging for a company to treat for pests before contacting the landlords and then later claiming against the landlords.

As the landlords' claim was successful, I grant the landlords the recovery of the cost of the filing fee in the amount of **\$100.00**.

Tenant's claim

I have taken into account that the medical document submitted in evidence does not refer to bed bugs specifically and that the tenant failed to provide testimony on how she had no use of the rental unit to justify her claim for 100% rent reimbursement for 3.5 months. As a result, I find the tenant has failed to meet the burden of proof and as a result, I **dismiss** the tenant's entire Application due to insufficient evidence, **without leave to reapply**.

As the tenant's claim is unsuccessful, I do not grant the tenant the recovery of the cost of the filing fee.

I find that the landlord has established a total monetary claim of **\$600.00** as described above which includes the recovery of the cost of the filing fee for the landlords. I grant the landlords a monetary order pursuant to section 67 of the *Act* in the amount of \$600.00.

Conclusion

The tenant's application is dismissed without leave to reapply.

The landlords' application is successful.

The landlords have been granted a monetary order pursuant to section 67 of the *Act* in the amount of \$600.00. This order must be served on the tenant and may be filed in the Provincial Court (Small Claims) and enforced as an order of that court.

This decision is final and binding on the parties, unless otherwise provided under the Act, and 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 9, 2016

Residential Tenancy Branch