



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNSD, FF

Introduction

This is an application brought by the tenant(s) requesting a monetary order in the amount of \$12,306.28, which includes recovery of their \$100.00 filing fee.

A substantial amount of documentary evidence, photo evidence, , digital evidence, and written arguments has been submitted by the parties prior to the hearing. I have thoroughly reviewed all relevant submissions.

I also gave the parties the opportunity to give their evidence orally and the parties were given the opportunity to ask questions of the other parties.

All parties were affirmed.

Issue(s) to be Decided

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

Background and Evidence

The parties agree that the tenants paid a security deposit of \$500.00 at the beginning of the tenancy.

The parties also agree that the tenants have never provided the landlord with a forwarding address in writing.

The parties do not agree on the length of the tenancy. The tenants testified that this tenancy began on May 1, 2016, and that they vacated on July 30, 2016, and the

landlord testified that this tenancy began on June 1, 2016, and that the tenants vacated on June 30, 2016.

The tenants testified that approximately 7 days after moving into the rental unit they discovered that the unit was infested with bedbugs, and when they requested that the landlord deal with the bed bug infestation, the landlord refused to do so.

The tenants testified that as a result of the landlord's refusal to deal with the bed bug issue, they were forced to vacate the rental unit and were forced dispose of a large amount of their belongings.

The tenants further testified that as a result of the stress caused by this situation, one of the tenants failed out of school, and therefore lost a significant amount in lost tuition fees.

The tenants further testified that the landlord became very hostile, and entered the rental unit without the authority to do so, which also cause and a significant amount of stress.

The tenants are therefore requesting a monetary order as follows:

Cost of medical treatment for bedbugs	\$128.89
Cost of replacing bedbug infested furniture	\$321.90
Replacing bedbug infested vacuum, blankets, and kitchen supplies	\$320.42
Cost of replacing bedbug infested MacBook computer, iPad and keyboard	\$1857.57
Loss of tuition fees	\$15 77 .50
Cost of bed bug infested bags	\$200.00
Cost of eating out due to bed bug infestation	\$1800.00
Mental damage and the stress caused by bedbugs and landlord	\$6000.00
Filing fee	\$100.00
Total	\$12,306.28

The tenants further testified that they estimated the amounts of their losses by going onto websites.

The tenants are also requesting that the landlord return their full security deposit of \$500.00.

The landlord testified that he rented this rental unit for three years prior to these tenants moving in, and there was no indication of any bedbugs prior to their tenancy.

The landlord further testified that he believes the bed bugs were introduced to the rental unit by the tenants either on their clothing, or on used furniture that they purchased and moved into the rental unit, even though he had advise them against bringing used furniture into the rental unit.

The landlord further testified that he has not acted abusively towards the tenants, that he believes all the stress suffered by the tenants was caused by their own actions and by bedbugs they introduced to the rental unit themselves.

The landlord further testified that he has not returned the security deposit, nor filed a claim against the deposit, because the tenants have never given them a forwarding address.

The landlord is therefore requesting that this full claim be dismissed.

Analysis

It is my finding that the tenants have not met the burden of proving any of their claims against the landlord.

The tenants claim that the rental unit had a bed bug infestation when they moved into it; however they also admit that they did move some used furniture into the rental unit, and therefore it is quite possible that they themselves introduced bedbugs into the rental unit.

Further, although the tenants claim they had to dispose of substantial amount of bedbug infested belongings, they have provided no independent estimates of the cost of these belongings they claim to have disposed of.

The tenants have also failed to provide any evidence to support their claim that they had to spend \$1800.00 in eating out due to the bed bug infestation.

The tenants have, also, failed to provide any evidence to support their claim of having lost tuition fees, nor is there sufficient evidence to show that any stress suffered by the tenants was the result of any willful or negligent actions on the part of the landlord.

Further, the landlord is not required to return a security deposit until he receives a forwarding address in writing from the tenants and therefore in this case since the tenants have admitted they have not given a forwarding address in writing to the landlord their claim for return of the security deposit is premature.

At the hearing the tenant(s) stated that the address on the application for dispute resolution is the present forwarding address; therefore the landlord(s) are now considered to have received the forwarding address in writing as of today January 3, 2017.

It is my decision therefore that I will not allow any of the tenants claims against the landlord.

Conclusion

Pursuant to section 62 of the Residential Tenancy Act this application is dismissed without leave to reapply, except for the claim for the security deposit, which is dismissed with leave to reapply after the 15 day waiting period.

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: January 06, 2017

Residential Tenancy Branch