



## **Dispute Resolution Services**

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding ASSOCIA BRITISH COLUMBIA INC.  
and [tenant name suppressed to protect privacy]

### **DECISION**

Dispute Codes: MND MNDC FF

#### **Introduction:**

The tenant did not attend. The landlord gave sworn testimony that they served the Application for Dispute Resolution by registered mail on the tenant on October 20, 2016 but the tenants refused to claim it so after several notices were left, it was returned to the landlord on November 22, 2016. I find that the tenants are deemed to be served with the Application according to section 90 of the Act. The landlord applies pursuant to the *Residential Tenancy Act* (the Act) for orders as follows:

- a) A monetary order pursuant to Sections 7 and 67 for damages; and
- c) An order to recover the filing fee pursuant to Section 72.

#### **Issue(s) to be Decided:**

Has the landlord has proved on a balance of probabilities that the tenant caused damage to the property and the cost of repair?

#### **Background and Evidence:**

The tenant did not attend the hearing although deemed to be served with the Application/Notice of Hearing. The landlord attended and was given opportunity to be heard, to present evidence and to make submissions. The landlord stated that the tenancy commenced in September 2014 and has had subsequent renewals. The present lease commenced September 1, 2016 and expires August 31, 2017. Monthly rent is \$895 and a security deposit of \$425 was paid in August 2014.

The landlords provided evidence that the tenants complained of bed bug bites in May 2016. The landlords had inspections and treatments costing in total \$614.25 (invoices provided). They said there are only ten or eleven units in this building and none of the other units had bed bugs. The pest control company recommended inspection of the one unit that shares a common wall with this infested unit. They found no evidence of bed bugs. After treatments, the subject unit has no more problems. The landlords claim the cost of inspections and treatment as they say that these tenants must have somehow brought in the bed bugs. As the tenants have lived in the unit since 2014 and no other units have the problem, they say this proves these tenants

must have somehow introduced the bugs as they suffered bites in May 2016. They request recovery of the costs they incurred due to the problem being caused by the tenants. In evidence are statements of the landlord, a monetary order request, invoices and pest control reports, the floor plan, tenancy agreement and registered mail report. The tenants provided no documents to dispute the claim. On the basis of the documentary and solemnly sworn evidence, a decision has been reached.

### **Analysis**

Awards for compensation are provided in sections 7 and 67 of the *Act*. Accordingly, an applicant must prove the following:

1. That the other party violated the *Act*, regulations, or tenancy agreement;
2. That the violation caused the party making the application to incur damages or loss as a result of the violation;
3. The value of the loss; and,
4. That the party making the application did whatever was reasonable to minimize the damage or loss.

The onus is on the landlord to prove on the balance of probabilities that the tenant caused the problem which had to be treated at the landlord's expense. I find the weight of the evidence supports the landlord's allegation that these tenants violated the Act and their tenancy agreement by somehow bringing in bed bugs. I find it persuasive that the tenants have occupied the same unit since 2014 and first reported the bed bug problem in May 2016 so it appears the bed bugs were not pre-existing their tenancy. I find also the fact that the pest control company inspected the only unit that shares a common wall and found no bed bugs supports the landlord's position that these tenants or guests somehow brought them in. I find this violation caused the landlord to suffer financial loss and they have provided good evidence of the value of that loss. I find the landlord entitled to recover their costs of \$614.25 as invoiced.

### **Conclusion:**

I find the landlord entitled to a monetary order for \$714.25 which includes recovery of their filing fee.

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: April 26, 2017

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Residential Tenancy Branch