



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute codes OPC MND MNDC MNSD FF

Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* (the Act) for:

- an order of possession for cause pursuant to section 55;
- a monetary order for damage to the rental unit pursuant to section 67;
- a monetary order for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement pursuant to section 67;
- authorization to retain all or a portion of the tenant's security deposit in partial satisfaction of the monetary order requested pursuant to section 38;
- authorization to recover the filing fee for this application from the tenant pursuant to section 72.

The hearing was conducted by conference call. The tenant did not attend this hearing, although I waited until 11:20 a.m. in order to enable the tenant to connect with this teleconference hearing scheduled for 11:00 a.m. The landlord attended the hearing and was given a full opportunity to provide affirmed testimony, to present evidence and to make submissions.

The landlord testified that on October 20, 2017, a copy of the Application for Dispute Resolution and Notice of Hearing was sent to the tenant by registered mail. The landlord provided a registered mail tracking number and receipt in support of service.

Based on the above evidence, I am satisfied that the tenant was deemed served with the Application for Dispute Resolution and Notice of Dispute Resolution Hearing pursuant to sections 89 & 90 of the Act. The hearing proceeded in the absence of the tenant.

At the outset of the hearing, the landlord advised the tenant had vacated the rental unit on November 1, 2017 so the landlord was no longer seeking an order of possession. The landlord also advised the monetary aspect of the application was reduced from the original estimated amount of \$3984.23 to \$1190.70.

Issues

Is the landlord entitled to a monetary award for loss?

Is the landlord entitled to retain all or a portion of the tenant's security deposit in partial satisfaction of the monetary award requested?

Is the landlord entitled to recover the filing fee for this application from the tenant?

Background and Evidence

The tenancy began on February 14, 2015. The tenant paid a security deposit of \$450.00 at the start of the tenancy which the landlord continues to hold. The tenancy ended on November 1, 2017.

The landlord's monetary claim is for loss in the amount of \$1190.70 for bed bug heat treatment conducted at the rental unit. The landlord submitted an invoice for this expense. The landlord testified the rental unit had on going issues with bed bug infestation since October 2015. Repeated treatments were required of the rental unit as well as preventative treatment to neighboring units. Bed bug activity was only found in the tenant's rental unit. The tenant did not fully cooperate and prepare for treatments. The tenant left belongings out on the balcony after treatments and items were not properly cleaned before being placed back in the rental unit.

Analysis

Section 7 of the Act provides for an award for compensation for damage or loss as a result of a landlord or tenant not complying with this Act, the regulations or their tenancy agreement.

The landlord is claiming for reimbursement of the cost to treat the bedbugs based upon the assertion that the tenant brought the bedbugs into the unit which necessitated the repeated treatment of the rental unit. The landlord's claim that the tenant must have brought bedbugs into her unit is based on inspections that failed to turn up evidence of bedbugs in surrounding units. I find that the evidence does not support a finding that the tenant is responsible for transferring bedbugs into the rental unit; the landlord's assertion is mere speculation. As is often the case, the actual source of the bedbugs is nearly impossible to identify. I am therefore unable to find that the tenant should bear the cost of treatment and the landlord's claim for compensation is therefore dismissed.

As the landlord was not successful in this application, I find that the landlord is entitled to recover the filing fee paid for this application.

Conclusion

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

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 08, 2018

Residential Tenancy Branch