



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDCL-S, MNDL-S, FFL

Introduction

This hearing was convened as a result of the landlord's application for dispute resolution under the Residential Tenancy Act (Act). The landlord applied for a monetary order for money owed or compensation for damage or loss under the Act, the tenancy agreement or the regulation and for alleged damage to the rental unit, an order allowing them to retain the tenant's security deposit and for recovery of the filing fee paid for the application.

The owner's agent (landlord) attended the telephone conference call hearing; the tenant did not attend.

The landlord testified that she served the tenant with their Application for Dispute Resolution and Notice of Hearing by registered mail on September 18, 2019. The landlord provided the copy of the Canada Post Customer Receipt containing the Tracking Number to confirm this mailing, which is shown on the style of cause page of this Decision.

Based upon the submissions of the landlord, I accept the tenant was served notice of this hearing and the landlord's application in a manner complying with section 89(1) of the Act and the hearing proceeded in the tenant's absence.

Thereafter, the landlord was provided the opportunity to present her evidence orally and to refer to relevant evidence submitted prior to the hearing, and make submissions to me.

I have reviewed all evidence before me that met the requirements of the Residential Tenancy Branch Rules of Procedure (Rules); however, I refer to only the relevant evidence regarding the facts and issues in this decision.

Words utilizing the singular shall also include the plural and vice versa where the context requires.

Issue(s) to be Decided

Is the landlord entitled to an order for monetary compensation and to recovery of the filing fee paid for this application?

Background and Evidence

The written tenancy agreement submitted by the landlord shows that this tenancy began on August 1, 2018, and that the monthly rent was \$1,550.00. The landlord said that the tenant vacated the rental unit August 28, 2019. The written tenancy agreement shows, and the landlord confirmed, that the tenant paid a security deposit of \$775.00.

The landlord's monetary claim is as follows:

ITEM DESCRIPTION	AMOUNT CLAIMED
1. Extraordinary bedbug treatment	\$900.00
2. Door fob and garage remote replacement	\$82.00
3. Removal of patio furniture	\$75.00
4. Dump fee	\$25.00
TOTAL	\$1,082.00

The landlord's additional relevant documentary evidence included, but was not limited to, the move-in and move-out condition inspection report, an invoice for the claim for bedbug treatments, reports from the strata and pest control company, and photographs of the claimed, long-term bedbug infestation.

In support of their application, the landlord submitted the following:

Bedbug treatment-

The landlord said that the tenant should be responsible for the bedbug treatment in this case as their experts reported that the infestation in the tenant's rental unit was long-

term. The report said that there were multi-generational bugs in the rental unit and a tremendous number of eggs throughout the rental unit.

The report also said it was unclear why the tenant took so long to alert the landlord.

The landlord said that due to the severity of the infestation, traditional methods of treatment were ineffective and that a more aggressive method was required, in this case, a heat treatment.

Door fob and garage remote replacement-

The landlord said that the tenant refused to return his door fob and garage remote access at the end of the tenancy, which caused the landlord an expense in having them replaced.

Removal of patio furniture; dump fee-

The landlord said that the tenant refused to remove the patio furniture, and as a result, the landlord paid to have it removed, which included a dump fee for its disposal.

Analysis

Based on the foregoing evidence, and on a balance of probabilities, I find as follows:

Under section 7(1) of the Act, if a landlord or tenant does not comply with the Act, the regulations or their tenancy agreement, the non-complying landlord or tenant must compensate the other party for damage or loss that results. Section 7(2) also requires that the claiming party do whatever is reasonable to minimize their loss. Under section 67 of the Act, an arbitrator may determine the amount of the damage or loss resulting from that party not complying with the Act, the regulations or a tenancy agreement, and order that party to pay compensation to the other party. The claiming party, the landlord in this case, has the burden of proof to substantiate their claim on a balance of probabilities.

In light of the tenant's failure to appear to provide a rebuttal to the landlord's evidence, despite being duly served, I accept the landlord's undisputed evidence.

Bedbug treatment-

Section 32(2) of the Act requires that a tenant must maintain reasonable health, cleanliness and sanitary standards throughout the rental unit and the other residential property to which the tenant has access.

I find the landlord submitted sufficient evidence to show the tenant violated this section of the Act as he long delayed notifying the landlord of a bedbug infestation. I find it reasonable to conclude, confirmed by the landlord's expert reports, that this delay resulted in the landlord having to provide extraordinary measures to treat the bedbug infestation.

I find the tenant's breach of the Act caused the landlord to incur costs that they normally would not have to incur. I therefore grant the landlord a monetary award of \$900.00 as claimed.

Door fob and garage remote replacement-

Under section 37 of the Act, when a tenant vacates the rental unit, the tenant must give the landlord all the keys or other means of access that are in the possession or control of the tenant and that allow access to and within the residential property.

In this case, I find the landlord submitted sufficient, undisputed evidence to show that the tenant failed to return the Door fob and garage remote, and I award them costs of their replacement, in the amount of \$82.00.

Removal of patio furniture; dump fee-

Under section 37 of the Act, when a tenant vacates the rental unit, the tenant must leave the rental unit reasonably clean, and undamaged, except for reasonable wear and tear.

I find the landlord submitted sufficient documentary and photographic evidence that the tenant failed to properly and reasonably clean the rental unit, leaving the patio furniture, which required the landlord to remove, incurring fees. I find the costs claimed by the landlord to be reasonable and I therefore approve the landlord's monetary claim for \$100.00 for patio furniture removal and dump fee.

I grant the landlord recovery of their filing fee of \$100.00, due to their successful application and pursuant to section 72(1) of the Act.

Due to the above, I grant the landlord's application and find they are entitled to a total monetary award of \$1,182.00, comprised of extraordinary bedbug treatment of \$900.00, door fob and garage remote of \$82.00, patio furniture removal and dump fee of \$100.00, and the filing fee for \$100.00.

At the landlord's request, I direct him to retain the tenant's security deposit of \$775.00 in partial satisfaction of their monetary award of \$1,182.00.

I grant the landlord a final, legally binding monetary order pursuant to section 67 of the Act for the balance due in the amount of \$407.00.

Should the tenant fail to pay the landlord this amount without delay after being served the order, the monetary order may be filed in the Provincial Court of British Columbia (Small Claims) for enforcement as an Order of that Court. The tenant is advised that costs of such enforcement are subject to recovery from the tenant.

Conclusion

The landlord's application for monetary compensation is granted, they have been authorized to retain the tenant's security deposit of \$775.00 and they have been awarded a monetary order for the balance due, in the amount of \$407.00.

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 13, 2020

Residential Tenancy Branch