Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Greater Victoria Housing Society and
[tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNDCL, FFL

Introduction

This hearing was convened as a result of the Landlord's Application for Dispute Resolution ("Application") under the *Residential Tenancy Act* ("Act"), for a monetary order for damage or compensation under the Act of $489.88; however, in the hearing, the Landlord's agent said the claim was reduced to $439.88, because the Tenant paid $50.00 toward this debt. The Landlord also claims recovery of the $100.00 cost of their Application filing fee.

An agent for the Landlord, R.M. ("Agent"), appeared at the teleconference hearing and gave affirmed testimony. No one attended on behalf of the Tenant. The teleconference phone line remained open for over 20 minutes and was monitored throughout this time. The only person to call into the hearing was the Agent, who indicated that he was ready to proceed. I confirmed that the teleconference codes provided to the Parties were correct and that the only person on the call, besides me, was the Agent.

I explained the hearing process to the Agent and gave him an opportunity to ask questions about the hearing process. During the hearing the Agent was given the opportunity to provide his evidence orally and to respond to my questions. I reviewed all oral and written evidence before me that met the requirements of the Residential Tenancy Branch ("RTB") Rules of Procedure ("Rules"); however, only the evidence relevant to the issues and findings in this matter are described in this Decision.

As the Tenant did not attend the hearing, I considered service of the Notice of Dispute Resolution Hearing. Section 59 of the Act and Rule 3.1 state that each respondent must be served with a copy of the Application for Dispute Resolution and Notice of Hearing. The Agent testified that the Landlord served the Tenant with the Notice of Hearing documents by Canada Post registered mail, sent on February 26, 2021. The Landlord provided a Canada Post tracking number as evidence of service. The Agent said that

everything that the Landlord uploaded to the RTB was included in the package served to the Tenant. I find that the Tenant was deemed served with the Notice of Hearing documents in accordance with the Act. I, therefore, admitted the Application and evidentiary documents, and heard from the Agent in the absence of the Tenant.

Preliminary and Procedural Matters

The Agent provided the Landlord's email address in the hearing, but he did not have an email address for the Tenant. As the Tenant lives in the rental unit, the Decision will be mailed to him there. The Agent confirmed his understanding that the Decision would be emailed to the Landlord and mailed to the Tenant, and any Orders will be sent to the appropriate Party in this manner.

At the outset of the hearing, I advised the Agent that pursuant to Rule 7.4, I would only consider their written or documentary evidence to which he pointed or directed me in the hearing. I also advised the Agent that he is not allowed to record the hearing and that anyone who was recording it was required to stop immediately.

Issue(s) to be Decided

- Is the Landlord entitled to a monetary order, and if so, in what amount?
- Is the Landlord entitled to recovery of the Application filing fee?

Background and Evidence

The Agent confirmed details of the tenancy agreement in the hearing. He said the periodic tenancy began on December 15, 2003, and that the Tenant pays a current monthly rent of $534.00, due on the first day of each month. The Agent said the Tenant did not pay the Landlord a security deposit, nor a pet damage deposit.

The Agent said that the claim against the Tenant arose, because bed bugs were found in this rental unit. The Landlord paid for pest control to exterminate the bed bugs; however, as there was evidence of bed bugs found in some of the Tenant's possessions, the Landlord had to arrange to have them removed, because the Tenant would not or could not do this.

In the hearing, the Agent said:

> We seek the hauling costs – see the invoice for [S.A.L.] Hauling, dated March 1, 2019, with a balance due of $490.88.

> On the next page is an email dated January 16, 2019, which states that there were bed bugs in [the rental unit]. We sent in [a pest control company] and treated the unit for $309.75, which the [Landlord] covered. Also, a comment was noted on the invoice that it was hard to do a treatment, because there was a mattress, box spring, sofa . . . no evidence of bed bugs in other units at that time on January 23, 2019.

In an invoice to the Landlord from the pest control company dated January 23, 2019, it stated the following about the rental unit:

> Bed bugs found on mattress and box spring -100+. A crack and crevice treatment using vacuum to remove as many visible bugs, followed by a combination of residual spray, dust, aerosol on bed (mattress, box spring and frame), sofa, electrical outlets, and perimeter baseboards. Inspections for [three other unit numbers]: No evidence of any bed bug activity could be found.

The Agent noted an email dated February 4, 2019, in which a representative of the Landlord said that the rental unit would receive a follow-up treatment by the pest control company the next day. The Agent said:

> When they came back on February 5, a follow up treatment of [the rental unit] was done, traps were set. 20+ bed bugs were found However, the unit was highly cluttered, making it difficult to treat. This cost $55.65, which the [Landlord] paid.

On the invoice dated February 5, 2019, it said:

> Bed bugs 20+ found on the back of sofa. A crack and crevice dust treatment has been applied. Unit is highly cluttered hindering effective treatment. Box spring and mattress encased and intercept traps installed under legs of bed frame.

The Agent noted another email from a representative of the Landlord indicating that another treatment is planned for the rental unit; however, it is only tentative, depending on the condition of his unit.

In an email from the Agent, dated February 22, 2019, he responded to someone else's email, in which the person said that the Tenant had agreed to have some of his possessions removed by a hauling company. She also mentioned the need to set up a payment plan for the Tenant to repay the Landlord for this expense.

The Landlord submitted a copy of the hauling company's invoice dated March 1, 2019. This indicated that they removed: "full load of debris from above address", from the rental unit, for which they billed the Landlord $337.50. They also billed the Landlord for two hours of labour at $65.00 an hour. The total with GST is $490.88. The Landlord initially claimed $489.88, because the Agent said the Tenant had a credit in his account. Further, the Agent said that the Tenant recently paid the Landlord $50.00 toward this debt; therefore, the Landlord seeks only $439.88 in this claim.

Analysis

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

Before the Agent testified, I advised him of how I would analyze the evidence presented to me. I said that a party who applies for compensation against another party has the burden of proving their claim on a balance of probabilities. Policy Guideline 16 sets out a four-part test that an applicant must prove in establishing a monetary claim. In this case, the Landlord must prove:

1. That the Tenant violated the Act, regulations, or tenancy agreement;
2. That the violation caused the Landlord to incur damages or loss as a result of the violation;
3. The value of the loss; and,
4. That the Landlord did what was reasonable to minimize the damage or loss.

("Test")

Awards for compensation are provided for in sections 7 and 67 of the Act.

Section 32 of the Act requires that a landlord maintain the rental unit in a state of decoration and repair that complies with the health, safety, and housing standards required by law. It says that this maintenance must have regard to the age, character, and location of the rental unit, which make it suitable for occupation by the tenant. Section 32 also states 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 that the $50.00 payment by the Tenant toward this debt indicates the Tenant's acknowledgment that he is responsible for the cost of hauling his bed bug- affected furniture from the rental unit.

I further find that the Landlord has met its responsibility to maintain the rental unit in a state of repair that complies with health, safety, and housing standards by arranging and paying for the pest company treatments for the bed bugs.

However, I find that the extermination process was compromised by the untidy state of the Tenant's possessions in the rental unit. Further, I find that the items that were taken from the rental unit were affected with bed bugs, such that they needed to be removed from the residential property to prevent the ongoing need for pest control.

I find on a balance of probabilities that the Landlord has met their burden of proof in this matter. I, therefore, award the Landlord with **$439.88** from the Tenant in this matter, pursuant to section 67 of the Act.

Given their success, I also award the Landlord with recovery of the **$100.00** Application filing fee from the Tenant, pursuant to section 72 of the Act. Accordingly, I grant the Landlord a Monetary Order of **$539.88** from the Tenant for this Application.

Conclusion

The Landlord is successful in this Application, as they provided sufficient, undisputed evidence to support their burden of proof in their claim against the Tenant. The Landlord is awarded $439.88 from the Tenant in this regard. Given their success, the Landlord is also awarded recovery of the $100.00 Application filing fee from the Tenant.

I grant the Landlord a Monetary Order of **$539.88** from the Tenant. This Order must be served on the Tenant by the Landlord and may be filed in the Supreme Court of British Columbia and enforced as an Order of that Court.

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: July 07, 2021

Residential Tenancy Branch