



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding VANCOUVER MANAGEMENT
LTD. and [tenant name suppressed to protect privacy]

DECISION

<u>Dispute Codes</u>	Landlord:	OPC, MNDL-S, MNDCL-S, FFL
	Tenant:	CNC, OLC

Introduction

This hearing dealt with cross Applications for Dispute Resolution filed by the parties under the Residential Tenancy Act (the Act).

The Landlord's Application for Dispute Resolution was made on September 20, 2022. The Landlord applied for the following relief, pursuant to the Act:

- an order of possession based on a One Month Notice to End Tenancy for Cause, dated August 24, 2022 (the One Month Notice);
- an order requiring the Tenant to pay for damage that they, their pets or their guests caused during the tenancy;
- an order granting compensation for monetary loss or other money owed;
- an order permitting the Landlord to retain the security deposit; and
- an order granting recovery of the filing fee.

The Tenant's Application for Dispute Resolution was made on September 1, 2022. The Tenant applied for the following relief, pursuant to the Act:

- an order cancelling the One Month Notice; and
- an order that the Landlord comply with the Act, Residential Tenancy Regulations, and/or the tenancy agreement.

The Landlord was represented at the hearing by JC, an agent, who called a witness, BJ, to give testimony. Both JC and BJ provided a solemn affirmation. The Tenant did not attend the 25-minute hearing. Accordingly, I find that the Tenant's application is dismissed without leave to reapply.

On behalf of the Landlord, JC testified the Landlord's Notice of Dispute Resolution Proceeding package was served on the Tenant in person on October 4, 2022. In the absence of evidence to the contrary, I find these documents were served on and received by the Tenant on October 4, 2022.

JC was provided with the opportunity to present evidence orally and in written and documentary form, and to make submissions to me. I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure and to which I was referred. However, only the evidence relevant to the issues and findings in this matter are described in this decision.

Issues

1. Is the Landlord entitled to an order of possession?
2. Is the Landlord entitled to an order requiring the Tenant to pay for damage?
3. Is the Landlord entitled to an order granting compensation for monetary loss or other money owed?
4. Is the Landlord entitled to an order permitting the Landlord to retain the security deposit?
5. Is the Landlord entitled to recover the filing fee?

Background and Evidence

On behalf of the Landlord, JC testified the tenancy began on October 1, 2018. Currently, rent of \$812.00 per month is due each month. JC confirmed the Tenant paid a security deposit of \$392.50, which the Landlord holds. A copy of a tenancy agreement signed by the Tenant was submitted into evidence.

The Landlord claims \$2,807.49 for the cost to provide bedbug treatments in the rental property. On behalf of the Landlord, JC testified that he started receiving reports of bed bugs in rental units in June 2022. In August 2022, he and a representative of the pest control company retained by the Landlord attended the rental unit for an inspection.

A service report dated August 24, 2022, was submitted into evidence. It states the following with respect to the Tenant's rental unit:

Unit is heavily infested. Resident rarely leaves or changes his clothes. He has live bed bugs on him and throughout his clothes, which are also covered in bed bug droppings. Thousands of dead bed bugs throughout the unit, and thousands of live ones as well.

The Landlord called BJ, a representative of the pest control company, to provide testimony. BJ testified it is his opinion that the bed bug problem in the rental property originated in the Tenant's rental unit. BJ noted that the adjacent rooms had significantly fewer bed bugs, which is common.

The Landlord submitted receipts dated April 11, August 2, August 9, August 24, and August 30, 2022, in support.

The Tenant did not attend the hearing to dispute the Landlord's evidence.

Analysis

Based on all of the above, the evidence and testimony, and on a balance of probabilities, I find:

The One Month Notice

When a tenant's application to cancel a notice to end tenancy is dismissed and the notice complies with section 52 of the Act, section 55(1) of the Act requires that I grant an order of possession to the landlord. A copy of the One Month Notice was submitted into evidence. I find the One Month Notice complied with section 52 of the Act. It is signed and dated, gives the address of the rental unit, states an effective date, states the grounds for ending the tenancy, and is in the approved form. As noted above, the Tenant's application, which includes a request to cancel the One Month Notice has been dismissed without leave to reapply. Therefore, by operation of section 55(1) of the Act, I grant the Landlord an order of possession, which will be effective on January 31, 2022, at 1:00 p.m.

The Landlord's Monetary Claim

Section 67 of the Act empowers the director to order one party to pay compensation to the other if damage or loss results from a party not complying with the Act, regulations or a tenancy agreement.

A party that makes an application for monetary compensation against another party has the burden to prove their claim. The burden of proof is based on the balance of probabilities. Awards for compensation are provided for in sections 7 and 67 of the Act. 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 what was reasonable to minimize the damage or loss

The burden of proof is on the Landlord to prove the existence of the damage or loss, and that it stemmed directly from a violation of the Act, regulation, or tenancy agreement on the part of the Tenant. Once that has been established, the Landlord must then provide evidence that can verify the value of the loss or damage. Finally, it must be proven that the Landlord did what was reasonable to minimize the damage or losses that were incurred.

In this case, I find there is sufficient evidence before me to conclude that the Landlord is entitled to the monetary relief sought. I am satisfied based on the evidence that the Tenant's rental unit is the origin of the bed bug problem in the rental property. I accept that the Tenant has, by failing to address the issue in his rental unit, has permitted the problem to spread to surrounding units. I accept the Landlord has incurred losses for the cost of treatments. I also find the Landlord's actions to address the bed bug problem were reasonable in the circumstances.

Considering the above, I find the Landlord is entitled to a monetary award of \$2,807.49. As the Landlord has been successful, I also find the Landlord is entitled to recover the filing fee paid to make the Landlord's application. I also find it is appropriate in the circumstances to permit the Landlord to retain the security deposit in partial satisfaction of the claim.

I find the Landlord is entitled to a monetary order for \$2,514.99, which has been calculated as follows:

Monetary award:	\$2,807.49
Filing fee:	\$100.00
<i>LESS</i> security deposit held:	(\$392.50)
TOTAL:	\$2,514.99

Conclusion

The Tenant's application is dismissed, without leave to reapply.

By operation of section 55(1) of the Act, the Landlord is granted an order of possession, which will be effective on January 31, 2022, at 1:00 p.m. The order of possession may be filed in and enforced as an order of the Supreme Court of British Columbia.

Pursuant to section 67 of the Act, the Landlord is granted a monetary order for \$2,514.99. The order may be filed in and enforced as an order of the Provincial Court of British Columbia (Small Claims).

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 20, 2023

Residential Tenancy Branch