

## **DECISION**

### **Introduction**

This hearing dealt with the Landlord's Application for Dispute Resolution under the *Residential Tenancy Act* (the Act) filed August 13, 2025, for the following:

- a Monetary Order for unpaid rent under section 67 of the Act
- authorization to retain all or a portion of the Tenant's security deposit in partial satisfaction of the Monetary Order requested under section 38 of the Act
- authorization to recover the filing fee for this application from the Tenant under section 72 of the Act

And the Tenant's cross-application submitted September 30, 2025, requesting the following compensation under the Act:

- a Monetary Order for compensation under section 67 of the Act
- the return of the Tenant's security deposit under section 38 of the Act
- authorization to recover the filing fee for this application from the Landlord under section 72 of the Act

### **Service of Notice of Dispute Resolution Proceeding (Proceeding Package)**

I find each party acknowledged service of the other party's application and evidence. I find each party is duly served under the Act.

### **Issues to be Decided**

Is the Landlord entitled to a monetary order for unpaid rent under section 67 of the Act?

Is the Landlord entitled to a monetary order for cleaning under section 37 of the Act?

Is the Tenant entitled to compensation under section 67 of the Act?

Which party is entitled to the security deposit under section 38 of the Act?

Is either party entitled to their filing fee for this application?

## Background and Evidence

Based on the evidence and submissions from both parties I find as follows:

- The Tenancy began on January 1, 2025, with a monthly rent of \$1,200.00 due on the first day of each month.
- The Tenant provided a security deposit of \$600.00 on December 2, 2024. Interest of \$6.14 has accumulated on the deposit from that date until the date of this hearing.
- The parties signed a move in inspection report on January 1, 2025.
- March–April 2025: Tenant reports spider issues; exterminator visits twice; Landlord performs maintenance and caulking.
- July 2, 2025, Tenant reports third bug issue; Landlord responds and sprays insecticide on July 14, 2025.
- July 16, 2025, Tenant emails notice to end tenancy citing health concerns and infestation.
- July 24, 2025, Tenant moves into other accommodations.
- July 29–31, 2025, Tenant's personal items removed; keys left inside.
- Aug 1, 2025, Landlord conducts move-out inspection without Tenant.
- Sept 1, 2025, Unit re-rented.
- Aug 13, 2025, Landlord files claim for unpaid August rent, cleaning costs, and retention of deposit.
- Sept 30, 2025, Tenant files cross-application for deposit return and compensation for losses.
- The Landlord received the Tenant's forwarding address in writing by email on September 30, 2025.

The Landlord referenced the following evidence:

- Tenancy agreement and addendum.
- Photos of unit condition at move-out.
- Pest-control invoices and maintenance records.
- Communication logs showing responses to complaints.
- Statements from previous Tenants and their cleaner.
- Cleaning estimate (no formal invoice).

The Tenant referenced the following evidence:

- Timeline of events and text messages.
- Photos of bugs around light fixtures.
- Statement from partner about infestation.
- Screenshots of time off work and proof of employment.
- Text messages showing Landlord's acknowledgment of caulking delay and spraying plan.

The Landlord requests compensation for their loss of rental income for August 2025 due to lack of notice to end the tenancy from the Tenant. The Landlord requests \$120.00 for 3 hours of cleaning at the end of the tenancy.

The Tenant argues the unit was uninhabitable because of repeated bug infestations and the Landlord's use of insecticide despite the Tenant's health concerns. The Tenant claims the Landlord failed to complete necessary repairs (e.g., exterior caulking) despite knowing about the issue since March, leading to the third infestation.

The Landlord says exterior caulking was an additional repair measure going above and beyond reasonable requirements to satisfy the Tenant's concerns. The Landlord says they completed this as soon as reasonably possible.

The Tenant requests compensation of \$3,388.33, including mattress replacement of \$1,480.83, moving expenses of \$111.29, and lost wages of \$1,196.21, for July 14, 15, 22, and 23. The Tenant requests the return of their deposit.

## **Analysis**

### **Is the Landlord entitled to a monetary order for unpaid rent under section 67 of the Act?**

Under section 45 of the Act, the Tenant must give one full rental month's notice to end their tenancy, provided in writing on a day before rent is due. When rent is due on the first day of the month, notice provided on any day in July would end the tenancy effective August 31.

The Tenant may only end a tenancy early with short notice in a limited set of circumstances. In this case, the Tenant argued the suite was uninhabitable because of repeated bug issues and chemical spraying. I find the Tenant's evidence does not support this claim.

I find there was no independent evidence proving a breach of habitability under section 32 of the Act. I find the Landlord responded promptly to pest complaints, and the bugs appeared to be consistent with the rural character of the property rather than neglect. It would be unreasonable to require the Landlord to prevent the ingress of any and all insects into the rental unit.

I find the Tenant should have reasonably exited the unit during treatments to prevent unnecessary exposure to chemicals. I find the Tenant should have been able to reasonably ventilate the unit after treatments given the number of functional windows.

Therefore, I find the Tenant's early move-out did not meet the statutory exceptions for short notice, and the Landlord is entitled to claim loss of rental income for August under sections 7(1) and 45 of the Act, as the Tenant failed to provide proper notice and did not establish legal grounds for ending the tenancy early.

I grant the Landlord compensation of **\$1,200.00** for rent owing for August 2025, under section 67 of the Act.

**Is the Landlord entitled to a monetary order for cleaning under section 37 of the Act?**

Under section 37 of the Act, the Tenant is required to leave the rental unit reasonably clean at the end of the tenancy, regardless of its state at the outset of the tenancy.

I note that the level of cleanliness required is based on a standard of reasonableness rather than perfection. A professional level of cleaning is not required.

I find the photos submitted show the unit is reasonably clean in general, aside from a few visible streaks and spots on the interior of the oven and oven door.

On a balance of probabilities, I find the photographs indicate a reasonable state of cleanliness. Therefore, I decline to award compensation for cleaning.

**Is the Tenant entitled to compensation under section 67 of the Act?**

Under Policy Guideline 16 regarding compensation for damage or loss, to determine whether compensation is due, the arbitrator must determine whether:

- a party to the tenancy agreement has failed to comply with the Act, regulation or tenancy agreement.
- loss or damage has resulted from this non-compliance.
- the party who suffered the damage or loss can prove the amount of or value of the damage or loss; and
- the party who suffered the damage or loss has acted reasonably to minimize that damage or loss.

Section 32 of the Act states that a Landlord must provide and maintain residential property in a state of decoration and repair that complies with the health, safety and housing standards required by law, and having regard to the age, character and location of the rental unit, makes it suitable for occupation by a Tenant.

The Tenant bears the burden to prove that they have repairs to be completed which the Landlord has not completed in a reasonable time frame after being notified in writing from the Tenant.

While I acknowledge the impact the situation had on the Tenant, in general, bugs are considered more of a nuisance than a health concern.

I find the Landlord addressed the situation and provided the necessary services to exterminate and prevent bugs in a timely manner. I do not find the unit was uninhabitable for any period of time. I find the Landlord complied with the Act and the

tenancy agreement. Therefore, there is no breach to support the Tenant's claims for compensation.

Regarding the claim for the mattress, I find the Tenant has not provided evidence to prove insect damage or chemical damage to their mattress or that it had to be discarded. The Tenant has not proven they mitigated their losses, for example they have not explained why they could not air out, clean, or encase their mattress in a special cover.

Regarding the Tenant's moving expenses, I decline to award these costs because they are to be expected at the end of any tenancy.

Regarding the claim for lost wages, there is no medical evidence to prove that the Tenant was made ill by improper use of insecticides in the rental unit. The days of work missed by the Tenant on July 14 and 15, coincide with a treatment in the unit where the Tenant was not required to be present, and would have reasonably needed to avoid the unit for some time to prevent unnecessary exposure to pest treatment. The days of missed work on July 22 and 23, coincide with when the Tenant claims to have moved into a new place. On a balance of probabilities, I find it was the Tenant's choice to miss these days of work.

Based on the above, I dismiss the entirety of the Tenant's claims for compensation, because I find they were based on personal choices without proven necessity or mitigation.

### **Which party is entitled to the security deposit under section 38 of the Act?**

Section 38(1) of the Act states that within 15 days of either the tenancy ending or the date that the Landlord receives the Tenant's forwarding address in writing, whichever is later, the Landlord must either repay any security or pet damage deposit or make an application for dispute resolution claiming against the security deposit.

I find the dates and circumstances of the inspection reports are not relevant since the Landlord has not applied for compensation for damages to the rental unit.

I find the Landlord applied to retain the Tenant's deposit for unpaid rent and cleaning claims, prior to receiving the Tenant's forwarding address in writing. I find the Landlord complied with section 38 of the Act.

I find the Landlord is entitled to retain the security deposit plus interest totaling **\$606.14**, under section 72 of the Act in partial satisfaction of their claims.

### **Is either party entitled to their filing fee for this application?**

As the Landlord was partly successful in their application, I find they are entitled to recover the **\$100.00** filing fee paid for this application under section 72 of the Act.

As their application was not successful, I decline to award the Tenant's filing fee under section 72 of the Act.

Summary

<b>Monetary Award</b>	<b>Amount Granted</b>
unpaid rent granted under section 67 of the Act	\$1,200.00
authorization to retain the security deposit under section 72 of the Act	-\$606.14
authorization to recover the filing fee under section 72 of the Act	\$100.00
<b>Balance owing to the Landlord</b>	<b>\$693.86</b>

**Conclusion**

I order the Landlord to retain the Tenant's security deposit plus interest in partial satisfaction of their claims under section 72 of the Act.

I grant the Landlord a Monetary Order in the amount of **\$693.86** on the above terms. The Landlord must serve **this Order** as soon as possible as part of the enforcement process. Should the Tenant fail to comply with this Order, this Order may be filed in the Small Claims Division of the Provincial Court and enforced as an Order of that Court.

The Tenant's application is dismissed in its entirety, 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 Act.

Dated: November 4, 2025

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Residential Tenancy Branch