



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes:

CNC, MNDC

Introduction

Both parties were present at the hearing. At the start of the hearing I introduced myself and the participants. The hearing process was explained, evidence was reviewed and the parties were provided with an opportunity to ask questions about the hearing process. They were provided with the opportunity to submit documentary evidence prior to this hearing, all of which has been reviewed, to present affirmed oral testimony and to make submissions during the hearing.

Preliminary Matter

The portion of the tenant's Application requesting cancellation of the Notice to End Tenancy for Cause issued on January 30, 2010 was withdrawn as the tenant has given written Notice that she will move out of the rental unit on March 31, 2010.

Issue(s) to be Decided

Is the tenant to compensation in the sum of \$380.00 for damages to her personal property?

Background and Evidence

The parties agreed that In April 2009 the landlord responded to a written report by the tenant that the unit had bed bugs. The unit was treated on two occasions, in short succession. In January 2010 the tenant again reported the presence of bed bugs and the landlord again arranged to have the rental unit treated.

The tenant is claiming the loss of 3 beds and the cost of 2 bed covers due to the landlord's failure to respond to a verbal request for treatment made in March, 2009. The tenant stated that the landlord would not arrange treatment until she placed her concerns in writing in April.

Analysis

When making a claim for damages under a tenancy agreement or the *Act*, the party making the allegations has the burden of proving their claim. Proving a claim in damages requires that it be established that the damage or loss occurred, that the damage or loss was a result of a breach of the tenancy agreement or *Act*, verification of the actual loss or damage claimed and proof that the party took all reasonable measures to mitigate their loss.

The parties agreed that the unit was treated on 3 occasions for bed bugs and that from the end of April 2009 until January 2010 there were no signs of bed bugs. In relation to the claim for compensation, the tenant has not provided any verification of the costs or purchase of the items claimed. Therefore, in the absence of any verification of the compensation claimed I dismiss the tenants claim.

Conclusion

The tenant withdrew her request to cancel the Notice to End Tenancy for Cause.

The tenant's claim for compensation 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: March 26, 2010.

Dispute Resolution Officer