

## DECISION

Dispute Codes      MNDC, O

### Introduction

This hearing dealt with the tenant's Application for Dispute Resolution for a monetary order.

The hearing was conducted via teleconference and was attended by the tenant and three agents for the landlord and a witness for the landlord. The landlord's witness represented the pest control contractor. The landlord's agents have changed since the time the tenancy began and that agent was not available for testimony at this hearing.

At the outset of the hearing I advised the tenant that as she had not submitted her second evidence package to the Residential Tenancy Branch within 5 clear days before the hearing it will not be considered.

### Issues(s) to be Decided

The issues to be decided are whether the tenant is entitled to a monetary order for compensation for damages or loss, pursuant to sections 67, and 72 of the *Residential Tenancy Act (Act)*.

### Background and Evidence

The landlord has submitted the following documents into evidence:

- A summary of events regarding the landlords attempts at pest control;
- A letter from the pest control contractor outlining their activities and attempts to complete pest control at the dispute address;
- Cost breakdown for the pest control activities performed by the contractor at the dispute address;
- A copy of the preparation instruction sheet that was provided to all tenants impacted by the pest control activities;
- A copy of the pest control contractor's service report dated December 29, 2009 indicating the contractor was refused access because the door had been blocked by a board;
- Copies of notes between the building manager and the tenant;
- A copy of a tenancy agreement signed by both parties on June 18, 2008 for a month to month tenancy for a monthly rent of \$875.00 due on the 1<sup>st</sup> of the month with a security deposit of \$437.50 paid on June 20, 2008. The landlord confirmed verbally in the hearing the tenancy ended January 31, 2010; and
- Correspondence between the parties regarding a rent reduction unrelated to this dispute.

The tenant submitted into documentary evidence a breakdown of her financial claim totalling \$892.22. In the hearing the tenant indicated the additional \$4,000.00 was for the replacement of a couch and queen sized bed and for pain and suffering.

The tenant testified that the loss or damage that she had suffered was the loss of personal belongings and pain and suffering due to a bedbug infestation and the subsequent treatments the landlord conducted through a contracted service provider.

The tenant testified that the landlord had misrepresented to her when she entered into the tenancy in July, 2008. The tenant stated she asked the landlord at that time if there was anything that she should be concerned about in taking the rental unit. The tenant testified the landlord only indicated there were some noisy tenants that were being dealt with at the time.

The landlord's witness testified that the landlord had contacted them in early August, 2009 regarding a bedbug infestation in their building resulting from a complaint from the tenant on July 31, 2009. The witness testified a full building scan was completed to assess the extent of the infestation.

The full building scan showed that 6 units required a full eradication treatment and several surrounding units required a preventative/precautionary treatment. The witness testified that this tenant's rental unit required a full treatment and that the units on either side required the preventative treatment.

The landlord provided documentary and testimonial evidence indicating they had informed the tenant of all of the steps required in preparation and treatment; that they followed up with notices to impacted tenants regarding next steps in the process such as follow up appointments and schedules.

The landlord further states that the tenant had refused to allow the contractor to treat her bed and despite giving the tenant both verbal and written notification of the return of the contractor to assess the effectiveness of the treatment the tenant had blocked entry to the rental unit with a board and the contractor was unable to assess the status of the treatment.

The tenant disputes receiving any notice either verbal or written regarding a follow up visit scheduled for December 29, 2009 by the contractor.

### Analysis

As I advised the tenant at the outset of the hearing, in order prove a claim for damage or loss under the *Act* the applicant must meet the following four part test:

1. That a loss or damage exists;

2. The loss or damage results from a violation of the *Act*;
3. What is the value of the damage or loss; and
4. Steps taken, if any, to mitigate the damage or loss.

The tenant has provided no evidence supporting any financial loss except for her itemized list. She has provided no receipts for any purchases she may have made related to the events. No evidence was submitted that the items she is claiming for required replacement.

The tenant has also failed to provide any testimony or evidence that the landlord breached the *Act* in any way. Although the tenant indicates she was given misleading information at the start of the tenancy, she has provided no evidence to support this claim.

I find that the landlord, in fact, as been proactive in meeting their obligations under Section 32 of the *Act* that requires the landlord to maintain the 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.

### Conclusion

Based on the above findings, I dismiss the tenant's application 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 *Residential Tenancy Act*.

Dated: April 16, 2010.

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Dispute Resolution Officer