



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes MNDC

Introduction

This hearing dealt with an application by the tenant for a monetary order for compensation for damages or loss. Both parties participated in the conference call hearing.

Issues to be Decided

Is the tenant entitled to any of the above under the Act.

Summary of Background and Evidence

This tenancy started June 1, 2009 with monthly rent of \$800.00, the tenant paid a security deposit of \$400.00.

At the start of this hearing the landlord's agent requested an adjournment as they had recently filed for dispute resolution against the tenant and had received the tenant's evidence late; this request was denied and the hearing proceeded.

The tenant testified that she had to throw out all of her furniture IE: bed, dresser, tall boy, couch and living room items and ultimately vacated the rental unit without giving proper notice to the landlord, due to a severe bedbug infestation. The tenant stated that she had verbally advised the prior resident managers of the bedbug infestation but has no corroborating evidence to that effect. The tenant also stated that she had a pest control company come in to inspect and spray the rental unit at her expense but has not submitted an invoice or other evidence in regards to this. The tenant stated that upon advice from the pest control company she disposed of most of her furniture.

A witness statement submitted by the tenant is from a former tenant who has not resided in the building since the fall of 2009, therefore this witness cannot adequately speak to whether or not there was a bedbug infestation between June 2009 and October 2010.

There is also a document from the 'Bedbug Registry' in reference to this building however the information in this document refers to concerns from 2008.

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The landlord's agent testified that there have been issues with bedbugs in this building but that they are currently under control and that when bedbugs are reported, the landlord takes responsibility and acts in a timely manner. The landlord's agent stated that when tenants do report bedbugs, the landlord will have not only the infected suites sprayed, but will also spray the suites on either side of the infected suites to ensure that the bedbugs do not spread. The landlord's agent stated that he believed that hard furniture IE: dressers, did not have to be thrown out and that after being sprayed and wiped down any bedbugs could effectively be removed and or destroyed.

The landlord's agent also stated that prior to vacating the rental unit the tenant had asked to move to an upstairs unit and at that time the tenant had no issues regarding bedbugs. The landlord stated that the move out inspection from the prior tenant of unit 207 and the move in inspection from the applicant noted no issues or concerns with the rental unit.

The landlord stated that a friend of the tenants had broken into the tenants unit in early October causing damage to the unit and after the tenant was given a letter by the landlord regarding the incident, the tenant vacated the rental unit without giving proper notice and subsequently filed for dispute resolution.

Analysis

Based on the documentary evidence and undisputed testimony of the tenant and landlord's agents, I find on a balance of probabilities that the tenant has not met the burden of proving that they have grounds for entitlement to a monetary order for compensation for damage or loss due to a bedbug infestation.

The tenant's application is hereby dismissed without leave to reapply.

Conclusion

The tenant's application is hereby 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: December 17, 2010

Dispute Resolution Officer