



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Ministry of Public Safety and Solicitor General

DECISION

Dispute Codes MNDC, FF

Introduction

This hearing was convened in response to an application by the tenant seeking a monetary order for damage or loss in the sum of \$800.00 plus the \$50.00 filing fee.

Both parties appeared at the hearing and gave evidence under oath.

Issue(s) to be Decided

Is the tenant entitled to the monetary order claimed?

Background and Evidence

The tenant testified that she moved into the rental unit in 2007 and she pays \$800.00 rent per month. The tenant submitted that when she moved in she had a verbal agreement with the landlord to have her entrance hall carpets replaced and her suite would be painted. The tenant says she has lived in the suite for 3 years and that she knows the previous tenant lived in the suite for 5 years and during the combined 8 years the suite has not been painted. The tenant testified that she complained about the condition of her suite verbally 4 or 5 times during her tenancy but nothing has been done. The tenant says the living conditions in the suite are horrible and she never would have moved in at all except she had no other place to go. The tenant says her claim of \$800.00 is a small percentage of her rent over the past 3 years for loss of quiet enjoyment.

The landlord testified that they have no documented complaints from this tenant, however, the carpet was replaced in routine maintenance. The landlord objected to the tenant's claim for compensation for lack of carpet replacement and painting because they say the tenant's Application claimed compensation for damages & loss from bedbugs and "other damages & loss for health & safety and for lack of enjoyment" without givenf any particulars. The landlord says the tenant's "other claims" and expected to come today to deal with a claim for bedbugs. The landlord submitted that if

they were aware that the tenant was claiming loss of quiet enjoyment for painting and carpet they would have supplied evidence that the suite was painted prior to this tenant moving in and they would have supplied the move-in inspection report that the rental unit was in good condition when the tenant moved in.

The tenant says she did not make a claim for bedbugs as she has never had bedbugs in her suite.

Analysis

The tenant's Application for Dispute Resolution states that she is seeking a monetary claim for damages or loss in the sum of \$800.00 "...for compensation for damages & loss from bedbugs and other damages & loss for health & safety and for lack of enjoyment". The evidence of the landlord is that they came prepared to deal with a claim for compensation for bedbugs and that they have been served with no particulars regarding a claim for painting or carpeting. Indeed a review of the tenant's application reveals that the tenant has not provided particulars regarding carpeting or painting although she has made a claim for compensation for damages and does identify bud bugs although she has testified that she does not have bedbugs. While she does mention "other" damages for health & safety and lack of enjoyment she has not provided sufficient particulars of those claims. I therefore find that the landlord has not had sufficient notice of the tenants' claims from which they could properly defend themselves and I therefore dismiss the tenant's application.

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*.