



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Public Safety and Solicitor General

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 \$4,250.00 plus the \$50.00 filing fee.

The tenants/applicants did not appear at the hearing of this matter. SV appeared stating that the tenants were working and unable to appear and she was appearing as their representative. The landlord objected to this representation saying that they had received no notice that SV had been appointed agent by the tenants. The landlord testified that the tenants vacated the rental unit following the issuance of an Order of Possession and a monetary award for unpaid rent. The landlord testified that the tenants have not provided a forwarding address therefore the landlord served their own evidence to defend this claim on the tenants by sending it to their last known address.

SV submitted that this claim once formed part of a joint claim made by several tenants which was severed to be heard individually. SV says that in the original application there was a letter signed by all of the tenants who are making claims that SV is to act as their agent. While this letter has not been submitted in evidence with this claim the landlord has admitted they have seen the letter authorizing SV to act on behalf of these tenants. I will therefore accept that SV has authority to act as agent for the tenants in this case.

Issue(s) to be Decided

Are the tenants entitled to the monetary order claimed?

Background and Evidence

The tenants did not attend to give evidence. SV testified that the tenants are claiming the cost for their loss of furnishings that they were forced to leave behind due to bed bugs infestation.

The landlord objected to the tenant's claim for compensation for loss of furniture because they say the tenants' Application claimed compensation for damages & loss

from bedbugs but did not set out particulars of the claim for furnishings or the “other damages & loss for health & safety and for lack of enjoyment”. The landlord says she came expecting to deal with a claim for bedbugs. To that end the landlord submitted a letter into evidence that they say they received from the tenants dated April 12, 2010 in which the tenants say that they did not want their suite to be treated for bed bugs because “...there is no trace of bad bugs found...” (*reproduced as written*).

DM the building manager testified that he had many dealings with the tenants prior to their departure and they never complained of an issue regarding bed bugs. In fact as set out above, they declined treatment saying they did not have bed bugs in their suite. DM testified that he worked closely with these tenants because they had fallen on hard times and were unable to pay their rent. DM testified that they were nice people and he was attempting to work with them to make a payment plan to allow them to pay the rental arrears to avoid eviction. DM testified that they were unable to resolve the matter between them and an Order of Possession was sought for unpaid rent. That Order was subsequently issued along with a monetary award for rental arrears of approximately \$3,000.00. The landlord says they have not received any of the funds awarded and they have no forwarding address for the tenants who simply vacated the rental unit leaving behind a great deal of damage, garbage and cleaning to be done. DM testified that the only furnishings that remained were a torn up leather love-seat and an old dresser which were deemed worthless and removed by the landlord.

SV agent for the tenants says she was not aware of the circumstances of the tenant's departure and the condition or details of the furnishings left behind.

Analysis

The tenants' Application for Dispute Resolution states that they are seeking a monetary claim for damages or loss in the sum of \$4,250.00 “...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 loss of furniture. Indeed a review of the tenants' evidence reveals that the tenants have not provided any particulars regarding their furniture loss although the claim does set out a claim for compensation for damage or loss due to bed bugs. However, the landlords have submitted a letter they say they received from the tenants in which the tenants state they did not wish their suite to be sprayed because there were no bedbugs in their suite. The landlord has also supplied the eye witness evidence of DM as to the condition and amount of furnishings left behind and the agent

for the tenants says she was not aware of the details surrounding the tenants' departure and the condition of the items left behind.

I prefer the direct eye witness testimony of the landlords regarding the state of the furnishings left behind and their evidence in the form of a letter from these tenants in which they state they had no bed bugs in their suite. The tenants' claims for compensation for loss or damage and/or loss of quiet enjoyment is therefore dismissed.