



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Ministry of Public Safety and Solicitor General

DECISION

Dispute Codes MNDC, FF

Introduction

The tenants seek a monetary order for compensation for damage or loss in the sum of \$8,800.00 as well as recovery of the filing fee paid for this application.

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

Issue(s) to be Decided

Whether the tenant is entitled to the Orders sought.

Background and Evidence

The evidence is that this tenancy began in October 2009 and ended in March 2010. The tenant says that the building was infested with bedbugs and the landlord was aware of the problem prior to this tenancy beginning but did not advise the tenants of the problem. The tenant says she would not have moved into the building had she known about the bedbug problem. The tenants claim \$2,400.00 for loss of quiet enjoyment during the tenancy as a result of the bedbugs and \$6,400.00 for the loss of her then brand new furnishings. The tenant says when she and her family vacated the rental unit they moved into their vehicle where they slept. The tenant says they simply left the furnishings behind in the rental unit as they were ruined by the bedbugs. The tenant claims the following sums for those furnishings:

Bed	\$1,500.00
Leather Sofa	3,000.00
Chair	250.00
Dining room table and chairs	700.00
Buffet and hutch	100.00
1 small dresser	350.00
Double bed	500.00
Total	\$6,400.00

The tenant testified that she purchased all of the furnishings at the Brick in Langley but she did not have the receipts. The tenant submits that she never kept the receipts because she never expected to be making a claim to recover the costs of the furnishings she purchased. The tenant says she did not have any photographs of the furnishings but states that she is an honest person and she hasn't even added a claim for the costs of the toys she had to destroy that belonged to her children.

The tenant's witness MV testified that she had been in the tenant's home for family dinners and she did see the furniture. MV testified that the furnishings were nice and all in good condition. MV testified that one or two months after these tenants vacated the furnishings were picked up by a fellow named "Darrel" in a grey truck.

The landlord submits that the rental unit was inspected at the start of this tenancy in October 2009 and no bedbugs were found. There were later reports of bedbugs in the building in April 2010 at which time all suites were sprayed as were the common areas. As of October 2010 the landlord implemented a new policy whereby incoming tenants are informed that there have been bedbugs in the building, further there is a new policy whereby each suite is sprayed when tenants move-out. The landlord provided evidence of the treatments that have taken place.

Analysis

The tenants have brought this application and they bear the burden of proving this claim. Overall I find that they have failed to do so. First, I find that the tenants have failed to provide sufficient evidence to show that the rental building had bedbugs prior to their move-in. Finally, while the evidence shows that a bedbug infestation occurred later in the tenancy there has been insufficient evidence to show that the landlord caused the infestation or that they stood idly by once it became known. In fact the documentary evidence of the landlord shows that the landlord attended to the problem by having the suites treated and by developing new policies to reduce the risk of bedbug problems in the future.

Conclusion

The tenants' application is dismissed.

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*.
