



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

**Dispute Codes** MNDC, MNSD, ERP, RP

### **Introduction**

This hearing was convened in response to an application filed by the tenant seeking:

1. A monetary order for compensation for damage or loss in the amount of \$5,000.00;
2. An Order that the landlord comply with the Act;
3. An Order that the landlord make emergency repairs for health or safety reasons; and
4. An Order that the landlord make repairs.

This hearing was originally scheduled for August 23, 2011. The landlord requested an adjournment. The landlord testified that he had not had time to review the evidence in this matter or to seek legal advice and this was particularly necessary due to the sum being sought.

The landlord's request for an adjournment was granted and the hearing was rescheduled for September 28, 2011.

Both parties attended and gave evidence under oath or affirmation.

### **Issue(s) to be Decided**

Is the tenant entitled to any of the Orders sought?

### **Background and Evidence**

At the hearing of this matter the landlord offered to move the tenant into another comparable room within the rental building and the tenant accepted this offer. The tenant withdrew his claim for compensation for loss of quiet enjoyment stating that he only wished to claim \$1,275.00 for goods he lost. The tenant did not provide an accounting of the items lost or their valuation. The tenant says the goods were lost

because there are rats in the rental building which have eaten through the walls and floors of his room, further there are bedbugs. The tenant says he has a quilt given to him as a gift that is full of blood from the bedbugs and he has ruined clothing. The tenant said he reported the rats to Brian at the front desk and nothing has been done about the infestation.

The landlords responded that there are several men named Brian working in the buildings and he does not know who the tenant reported the rats/bedbugs to. The landlord says the tenant's room is filled with junk and it is not possible to determine what repairs, if any, are required. The landlord objects to the tenant's claim for damages as he says there is no evidence of the items lost or their values.

### **Findings**

The tenant has accepted the landlord's offer of being able to move to a comparable room therefore his applications for orders that the landlord comply with the Act and make repairs are withdrawn.

The tenant has also reduced his financial claim to \$1,275.00. Having brought this claim the tenant has the burden of proving his claim and I find he has supplied insufficient evidence of the items lost or their valuation, nor has he shown that the landlord knew and refused to treat the problems (rats) which may have led to the losses claimed. This claim is therefore dismissed.

Dated: September 28, 2011.

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Residential Tenancy Branch