



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      MNDC, FF

### Introduction

This hearing dealt with the tenant's application for a Monetary Order for damage or loss under the Act, regulations or tenancy agreement. Both parties appeared at the hearing and were provided the opportunity to make relevant submissions, in writing and orally pursuant to the Rules of Procedure, and to respond to the submissions of the other party.

### Preliminary and Procedural Matters

In filing this application the tenant indicated he was seeking compensation from the landlord in the amount of \$2000.00; however, no breakdown of the claim was provided at that time. Five days before the hearing was set to commence the tenant provided a Monetary Order worksheet detailing 8 separate items for which he sought compensation, totalling \$1,686.94. The landlord acknowledged receiving the Monetary Order worksheet and had an opportunity to review it. As the claim was benignly reduced I amended the application and heard the tenant's claims with respect to those items identified on the Monetary Order worksheet.

### Issue(s) to be Decided

Has the tenant established an entitlement to compensation from the landlord for damage or loss under the Act, regulations or tenancy agreement?

### Background and Evidence

I was provided undisputed evidence as to the following information: The parties entered into a written tenancy agreement for a tenancy set to commence January 16, 2012. The tenant paid a \$430.00 security deposit and paid pro-rated rent of \$430.00 for January 2012 rent. Under the tenancy agreement the monthly rent was \$860.00 and payable on the last day of every month. The tenant moved out of the unit and returned possession to the landlord on February 5, 2012. The tenant did not pay rent for February 2012.

It was undisputed that the tenant was provided access to the rental unit and moved some of his possessions into the unit before January 16, 2012. The tenant submitted started moving in January 13, 2012. The landlord submitted that the tenant was given possession of the unit starting January 9, 2012.

On or about January 14, 2012 the tenant contacted the landlord and told the landlord he thought there were bedbugs in the rental unit based on postings he had read on the internet. The landlord's response was that there were not bedbugs in the rental unit and that the tenant should not believe what he reads on the internet. The tenant asked the landlord to allow him to end the tenancy and refund his rent and security deposit. The landlord refused and advised the tenant to take the matter to the Residential Tenancy Branch.

On January 16, 2012 the tenant filed his Application for Dispute Resolution and sent the landlord a letter via registered mail. On January 18, 2012 a pest control company inspected the unit at the request of the tenant. The tenant's pest control company indicated the presence of bedbugs was detected.

The tenant testified that he decided to end the tenancy and move out because he is of the belief that bedbugs can never be eradicated from a rental unit.

On February 8, 2012 the landlord hired a pest control company to inspect the unit for bed bugs. The landlord's pest control company reported that no bed bugs were detected. The landlord also submitted that the previous tenant moved out due to a job layoff and not because of bed bugs.

The tenant is seeking compensation for the following items:

<u>Item</u>	<u>Amount</u>
Bed bug inspection	145.60

Post office	47.04
Registered mail costs	29.92 + 14.38
BC Hydro	140.00
Moving	300.00
Cleaning	<u>150.00</u>
Total	\$ 1,686.94

In support of his claims tenant provided a copy of the bed bug invoice; excerpts from The Bed Bug Registry website; the tenant's letter of January 16, 2012; and, proof of payment of the security deposit and pro-rated rent for January 2012. The tenant stated he had other receipts to corroborate his claims but did not know to supply them before the hearing. I informed the parties that I would not accept additional evidence after the hearing had commenced and pointed out that the tenant that he had known to supply some evidence prior to the hearing.

The landlord provided the following documents in response to the tenant's claims: the tenancy agreement; the landlord's bed bug invoice; 10 Day Notice to End Tenancy for Unpaid Rent issued February 2, 2012; the Notice to End Tenancy given by the previous tenant; and, photographs of the rental unit.

During the hearing the tenant acknowledged that he had not yet provided the landlord with a forwarding address in writing.

### Analysis

A party that makes an application for monetary compensation against another party has the burden to prove their claim. The burden of proof is based on the balance of probabilities. Awards for compensation are provided in section 7 and 67 of the Act. Accordingly, an applicant must prove the following:

1. That the other party violated the Act, regulations, or tenancy agreement;
2. That the violation caused the party making the application to incur damages or loss as a result of the violation;
3. The value of the loss; and,
4. That the party making the application did whatever was reasonable to minimize the damage or loss.

If bed bugs are present in a rental unit, there are treatments available to deal with an infestation. If a landlord will not treat for bedbugs the tenant may make an Application for Dispute Resolution seeking orders for such against the landlord.

In this case, the tenant did not request treatment or make an Application for Dispute Resolution seeking orders against the landlord. Rather, I find the tenant decided to move and seek compensation from the landlord before he had received confirmation there were bedbugs in his unit or sought other remedies such as bed bug treatment.

It would appear that the tenant had decided he wanted to end the tenancy and obtain compensation from the landlord based upon anonymous postings he read on the internet. However, I have given very little weight to the postings on The BedBug Registry website as statements posted on the website are not verified and the persons who have made the statements are not identified.

I have been provided two different bed bug inspection reports to consider. The tenant's inspection report indicates there here "hits" of bedbugs detected by the pest control company. The landlord's report indicates there were no signs of bed bugs but there were signs of silverfish and fleas. Interestingly, both parties had their inspections conducted without the benefit of the other party being present and neither party had called their pest control technician to testify at the hearing so the ability to ask questions of the technician(s) was not made available.

Since the tenant has the burden to prove his case, I find the opposing inspection reports insufficient to prove the presence of bedbugs. Nor do I find the tenant sought remedies available to him to have the unit inspected and treated. I find the tenant chose to move out of the unit and that his personal decision based on his belief that bedbugs cannot be effectively treated does not form a basis to award the tenant compensation against the landlord.

In light of the above, and considering the tenant occupied the rental unit in January 2012, I dismiss the tenant's request for reimbursement of the rent he paid for January 2012.

In light of the above findings, and considering the tenant did not provide evidence to substantiate the amounts he is seeking, with the exception of the bed bug inspection invoice, the remainder of the tenant's monetary claims are dismissed.

With respect to the bed bug inspection invoice, I find that, on the balance of probabilities, the tenant had already decided to move out when he obtained the inspection as he had already filed an Application for Dispute Resolution. Nor do I find the inspection to constitute an emergency repair by definition under section 33 of the Act. Therefore, the tenant's decision to have the inspection performed was his personal choice for which he is not entitled reimbursement under the Act.

The tenant's request for return of his security deposit is dismissed with leave. I find that his request for its return to be premature as he has not yet provided the landlord with a forwarding address in writing.

Conclusion

The tenant's request for return of the security deposit was premature and is dismissed with leave to reapply. The remainder of the tenant's monetary claims against the landlord are dismissed without leave.

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: April 04, 2012.

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Residential Tenancy Branch