



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR, MNDC

Introduction

These two hearings dealt with the Tenant's Application for Dispute Resolution, seeking to cancel a 10 day Notice to End Tenancy for unpaid rent and requesting monetary compensation under the Act or tenancy agreement.

Both parties appeared, gave affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross-examine the other party, and make submissions to me.

I have reviewed all oral and written evidence before me that met the requirements of the rules of procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

These hearings began on March 20, 2012, with the Tenant providing his evidence throughout the first hearing. The first hearing was adjourned to allow the Landlord time to conduct an investigation and provide a report in evidence. The Tenant provided additional evidence during the adjournment, consisting of photographs.

I note that the Tenant had paid the rent prior to the first hearing and therefore, the Notice to End Tenancy was cancelled prior to the first hearing and was not in issue.

I also note that during the last hearing the Tenant became highly agitated and interruptive, and left the hearing prior to its conclusion.

Issue(s) to be Decided

Is the Tenant entitled to monetary compensation from the Landlord?

Background and Evidence

The Tenant is claiming that he has bed bugs in the rental unit and requests monetary compensation for this.

According to his testimony, the Tenant called the Landlord in November of 2011 to complain about the bed bugs in his room.

The Tenant testified and submitted that he became tired of having the bed bugs bite him and asked a person he knows to who apparently works in the pest control industry to spray for the bugs.

According to the evidence the first pest control company and the Landlord made arrangements to do a spray in the residential property where the rental unit is located. The Tenant made plans to have the spraying done. However, the first spraying had to be cancelled due to the health requirements of another occupant in the building.

When the company returned the Tenant would not let the company in to spray, as the Tenant did not have enough time to do the required preparations.

The Tenant testified that following this, the Landlord provided him with tape to trap the bugs and a powder to kill the bugs. The Tenant testified that this did not work.

The Tenant testified that the bugs keep him awake all night with the bites and have damaged his mattress and bed frame. The Tenant requests \$450.00 for suffering from the bites and for his mental anguish. The Tenant also claims \$168.00 for the cost of a new foam mattress and \$250.00 for a new bed frame.

In evidence the Tenant has provided a written statement and several photographs. The Tenant states the photographs show the bed bugs on his bed frame. The Tenant has also included a picture of his hand and a knife he uses to attack the bed bugs.

In reply, the Landlord stated he tried to help the Tenant but he cancelled the pest treatment himself when the pest control company was to be attending the rental unit.

The Landlord testified that the Tenant removed the tape immediately and did not allow it time to work. The Landlord submits that there are no bed bugs in the rental unit in any event.

The Landlord has provided a signed statement by the other occupants in the rental unit and they have all stated they do not have bed bugs, nor have they witnessed any at the rental unit.

The Landlord alleges that the Tenant owes a gambling debt to the first person who was to spray and who apparently works for a pest control company. The Landlord alleges the Tenant came up with this scheme to get this person work in lieu of payment for the gambling debt. I note the Tenant denied this.

The evidence of the Landlord obtained during the adjournment consists of a report from a certified and licensed pest control company. The pest company did an inspection at the rental unit and reported as follows:

“Checked 5 rooms of boarding house plus basement. All rooms except for 1, have zero evidence of bed bug activity. Only found shells no live bed bugs. Place glue boards in all rooms. Possible issues regarding room with bed bugs tenant had and was keeping a vile of live bed bugs – inconclusive. 4 months activity? – Issue would have spread more in that time probably. Recommendation not to spray but monitor situation.”

The Landlord testified that the pest control worker for the last company informed him that the Tenant was questioning the worker if he had a “ticket” or was qualified for this type of work. The worker apparently informed the Landlord he left the rental unit shortly thereafter, as the Tenant was holding his knife and becoming angry with the pest control worker.

Analysis

Based on the above, the evidence and testimony, and on a balance of probabilities, I find that the Tenant’s Application must be dismissed.

When making a claim for damages under a tenancy agreement or the Act, the party making the allegations, here the Tenant, has the burden of proving their claim.

Proving a claim in damages requires that it be established that the damage or loss occurred, that the damage or loss was a result of a breach of the tenancy agreement or Act, verification of the actual loss or damage claimed and proof that the party took all reasonable measures to mitigate their loss.

I find that the Tenant has failed to establish that there are bed bugs in the rental unit. I did not find the photographs provided by the Tenant to be helpful in this matter. Some of these were blurred, or were taken in such a way in which very little could be identified.

Likewise, the Tenant has failed to provide any medical evidence he was bitten by bed bugs or that he suffered mental anguish as a result of bed bugs.

I accept the expert evidence provided by the Landlord that there is zero evidence of bed bug activity in the rental unit, except for the vile of live bugs kept by the Tenant.

For these reasons I dismiss the Application of the Tenant.

This decision is final and binding on the parties, except as provided under the Act, and 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 12, 2012.
