



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNDC, MNR, MNSD

### Introduction

The tenant is seeking a monetary Order for compensation for damage and loss, recovery of the cost of emergency repairs and for the return of the security deposit. The tenants' Application seeks the sum of \$18,790.00

Both parties appeared at the hearing.

### Issue(s) to be Decided

Has the tenant met the burden of proving his claims?

### Background and Evidence

This tenancy began on February 24, 2012. In their application the tenants say they moved to B.C. from Saskatchewan and that they were "...bed bug free and can prove it...". The tenants say the landlord's manager lied to them by telling them there were no pest problems in the building. The tenants say it has been 2 months since they moved in and their entire apartment is infested. The tenants say that they landlord has sprayed their unit once and the person who did the spraying left their door open. The tenants say they do not want their unit sprayed because it is a health concern.

The tenants are seeking the loss of \$7,900.00 in furnishings and \$11,000.00 for their Saturn Ion 2.4 motor-vehicle. The tenant says that bed bugs often migrate into vehicles. The tenants are also seeking recovery of their security deposit although the tenancy has not ended.

The landlord says the tenants asked about rodents and she advised that there were no rodents in the building. The landlord says the building has experienced bed bugs and the landlord has therefore undertaken spraying. The landlord has had this suite inspected and a precautionary spray was undertaken. Since that time the landlord has had the suite inspected on two more occasions and no bed bugs have been found. The

landlord supplied correspondence and invoices from Ridpest Service Ltd., with respect to the inspections and spraying undertaken.

### Analysis

With respect to the issue of the bedbugs, the testimony of the tenant and the landlord is conflicting. The onus or burden of proof is on the party making the claim. When one party provides testimony of the events in one way and the other party provides an equally probable but different explanation of the events, the party making the claim has not met the burden on a balance of probabilities and the claim fails. I find this to be the case in this regard. I therefore dismiss the tenants' claim for a monetary Order.

With respect to the tenants claim for emergency repairs, I find that the tenants have failed to supply sufficient evidence to demonstrate that emergency repairs were necessary or to show that they performed such repairs or had such repairs performed or that they expended any sums in payment for any such emergency repairs. This claim is therefore dismissed.

Finally, with respect to the tenants' claim for their security deposit the evidence is that this tenancy is ongoing therefore there is no need for the security deposit to be returned by the landlord to the tenants. This claim is also 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*.

Dated: May 02, 2012.

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Residential Tenancy Branch