



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC, FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the tenants for a monetary order for compensation for loss under the Act.

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.

Issue(s) to be Decided

Are the tenants entitled to monetary compensation for loss under the Act?

Background and Evidence

The tenancy began on June 10, 2010. Rent in the amount of \$969.00 was payable on the first of each month. A security deposit of \$475.00 was paid by the tenants. The tenancy ended on March 31, 2012.

The tenants' claim as follows:

a.	Bed	\$714.56
c.	Cost of disposal of beds	\$191.12
d.	Filing fee	\$50.00
	Total claimed	\$1,694.86

The tenant testified that she is seeking compensation from the landlord as they were required to dispose of their beds due to bed bugs found in their rental unit and as a result were required to purchased new beds.

The tenant testified on January 7, 2012, she informed the landlord that they may have bed bugs in their rental unit. The tenant stated on January 9, 2012, the pest control company came and found no evidence of bed bug activity; however they installed insect traps that would help detect bud bugs on a future inspection. On February 2, 2012, a second inspection was performed by the pest control company and two dead bedbugs were found in the insect traps and treatment was arranged for February 9, 2012.

The tenant testified that she continued to see bed bugs after treatment and provided the landlord with written notice to end tenancy for March 31, 2012.

The tenant testified on March 22, 2012, the pest company technician told her not to take any of her belongings to her new rental unit to avoid spreading the bug. The tenant believes if the landlord had been more diligent she would not have had to dispose of their beds and purchase new beds.

The landlord testified that they should not be responsible as they took immediate action once they were made aware that a problem may exist and they diligently followed the recommendations of the pest control company, who attended and who were monitoring the situation.

The landlord testified on March 22, 2012, the tenants' unit was inspected and no activity was found and there was no evidence the tenants' beds had any bed bugs. The landlord stated the pest control technician never told the tenants to throw out their mattresses. Filed in evidence is an affidavit of employee of the pest control company. Filed in evidence are copies of the pest control company reports.

The affidavit filed states in paragraph 4. "I do not tell tenants to throw out mattresses and box springs." Paragraph 5 "I do tell tenants to buy a \$150.00 dollar certified bed bug mattress and box spring encasement" [Reproduced as written]

The landlord argued if the tenants threw out their mattresses it was their own choice, as they could have used a certified bed bug mattress encasement if they had any concerns.

Analysis

Based on the above, the testimony and evidence, and on a balance of probabilities, I find as follows:

To prove a loss and have one party pay for the loss requires the other party to prove four different elements:

- Proof that the damage or loss exists;
- Proof that the damage or loss occurred due to the actions or neglect of the Respondent in violation of the Act or agreement;
- Proof of the actual amount required to compensate for the claimed loss or to repair the damage; and
- Proof that the Applicant followed section 7(2) of the Act by taking steps to mitigate or minimize the loss or damage being claimed.

In this case, the tenants have the burden of proof to prove a violation of the Act and a corresponding loss.

The evidence of the parties was on January 7, 2012, the tenants notified the landlord of a potential bed bug problem.

The pest control company reports filed in evidence shows on January 10, 2012, the pest control inspected the tenants' unit and did not find any live bed bug activity. However, insect traps were installed for further monitoring. On February 2, 2012, the unit was inspected again, no live bug activity was found, although two dead bed bugs were found in the insect traps, and treatment was scheduled. On February 6, 2012, treatment was applied to the tenants' rental unit and no live bug activity was found at that time. March 8, 2012, and March 22, 2012, no live bug activity was found in the tenants' rental unit.

In this case, I find the landlord took reasonable steps once they were notified that a problem may exist. The landlord had the tenants' rental unit, inspected, monitored and treated. I find the tenants have failed to prove the loss occurred due to the action or neglect of the landlord violating the Act.

The evidence of the landlord and the affidavit of the pest control technician were the tenants' beds did not have bed bugs and if they were concerned an encasement for the mattresses could have been purchased.

Further, I find the tenants have failed to prove that their beds had bed bugs and required to be disposed of. Therefore, the tenants have not proven a damage or loss existed.

The tenants' application is dismissed. The tenants are not entitled to recover the cost of filing the application from the landlord.

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*.

Dated: June 21, 2012.

Residential Tenancy Branch