



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNDC, OLC, ERP, RP

### Introduction

This hearing dealt with the tenant's Application for Dispute Resolution seeking a monetary order and order to have the landlord make repairs and emergency repairs.

The hearing was conducted via teleconference and was attended by the tenant and two agents for the landlord.

The tenant had arranged for a witness to be present but the tenant later decided that he did not want to call her for testimony.

### Issue(s) to be Decided

The issues to be decided are whether the tenant is entitled to a monetary order for compensation for damage or loss and for an order to have the landlord make repairs and emergency repairs, pursuant to Sections 32, 33, 67, and 72 of the *Residential Tenancy Act (Act)*.

### Background and Evidence

The landlord provided a copy of a tenancy agreement signed by the parties on December 29, 1999 for a month to month tenancy with rent geared to income currently in the amount of \$340.00 per month.

The tenant submitted that there has been an ongoing bedbug problem in the rental unit for a couple of years and that as a result the landlord and the landlord's service provider hired to complete bedbug treatment advised him that he had to de-clutter and downsize his rental unit in order for treatment to be completed and effective.

The tenant submitted that at his discretion he got rid of a number of items including two desktop and one laptop computer; 10 computer speakers; a typewriter; 244 VHS tapes; 3 bookshelves; 1 shelf; 4 boxes of canned goods; 2 comforters; 2 sheet sets and 3 pillows; 11 pairs of designer pants and 12 – 14 designer shirts. The tenant seeks compensation in the amount of \$4,000.00.

The landlord's agents testified that the tenant was never instructed by either a representative of the landlord or the pest control company that he was to get rid of anything specific. But that the generalized comment indicating the unit was too

cluttered for effective treatment which required the tenant to de-clutter prior to any subsequent treatments.

The tenant also seeks an order to have the landlord comply with the *Act*, regulation or tenancy agreement to affect a transfer for him to another complex in a different location. The landlord testified that the tenant's transfer has been approved however there are currently no suitable units available in the locations sought by the tenant.

The tenant testified that he seeks the transfer for several reasons, one of which is that despite the landlord's ongoing treatments, bedbugs still seem to be a problem in this complex; that he is a medical practitioner who practices in the location he seeks to relocate to; and that as a result of other issues with the tenancy including a disruptive neighbour.

### Analysis

To be successful in a claim for compensation for damage or loss the applicant has the burden to provide sufficient evidence to establish the following four points:

1. That a damage or loss exists;
2. That the damage or loss results from a violation of the *Act*, regulation or tenancy agreement;
3. The value of the damage or loss; **and**
4. Steps taken, if any, to mitigate the damage or loss.

In relation to the tenant's monetary claim I accept the landlord and by extension the landlord's pest control provider instructed the tenant that in order for bedbug treatment to be effective the tenant would need to de-clutter his unit. I also find the landlord provided additional assistance for laundry and from the tenant's testimony he was provided instruction on proper cleaning of infested clothing.

From the tenant's testimony it was at his discretion what items he got rid of and not at the specific direction of the landlord. As such, I find that by the landlord advising the tenant to de-clutter or downsize there was no direction to the tenant to discard his belongings. I find that nothing would have prevented the tenant from putting these belongings into storage until such time as he could bring them back to his unit and/or treat the specific items if necessary.

In relation to the portion of the tenant's Application seeking an order to have the landlord comply with the *Act*, regulation or tenancy agreement by affecting his transfer to another complex, I find nothing in the *Act*, regulation or tenancy agreement that requires a landlord to transfer any tenant anywhere. As such, I find the landlord has not been non-compliant.

And finally in relation to the tenant's request to have the landlord make repairs or emergency repairs, I find the landlord has been taking all reasonable steps to deal with

and eradicate bedbug infestations to the best of their abilities and in accordance with current treatment regimes.

Conclusion

For the reasons noted above, I dismiss the tenant's Application in its entirety.

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: August 28, 2012.

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Residential Tenancy Branch