

DECISION

Dispute Codes MNDC, ERP, RP, PSF, RR

Introduction

This is an application filed by the Tenant for a monetary order for money owed or compensation for damage or loss, an order for emergency repairs, an order to make repairs, an order for the Landlord to provide services or facilities required by law and to allow the Tenant to reduce rent for repairs, services or facilities agreed upon but not provided.

Both parties attended the hearing by conference call and gave testimony. As both parties have attended the hearing and the Landlord has acknowledged receiving the Tenant's notice of hearing and evidence package, I am satisfied that both parties have been properly served with the notice and any submitted documents. The Landlord did not submit any documentary evidence.

During the hearing the Tenant withdrew the following portions of her application because she states that some issues have been resolved and that some portions of the application were made in error.

ERP- have the Landlord make emergency repairs.

RP- have the Landlord make repairs to the unit, site or property.

PSF- to have the Landlord provide services or facilities required by law.

RR- to be allowed to reduce rent for repairs, services or facilities agreed upon by not provided.

Issue(s) to be Decided

Is the Tenant entitled to a monetary order?

Background and Evidence

Both parties agreed that the Tenancy began on January 15, 2011 on a month to month basis. There is no signed copy of the Tenancy Agreement. The monthly rent is \$900.00 and a security deposit of \$450.00 was paid.

The Tenant seeks a monetary order for \$8,100.00 for the loss of quiet enjoyment. This consists of \$450.00 (1/2 of the monthly rent) for the last 18 months. The Tenant states that she notified the Landlord in May of 2011 of pest problems (mice). The Tenant states that she has become progressively ill since and has contracted a illness called, "Hantavirus Pulmonary Syndrome (HPS)" which causes her breathing problems because of exposure to rodents. The Landlord disputes this stating that the Tenant has

never provided any type of notice for any mice issues until approximately 3 weeks ago (October 2012). The Landlord states that his business on the ground level just finished renovations approximately 4 weeks ago and that is when reports of mice infestation were made. Both parties agreed that city officials attended and inspected the property and that he engaged a pest control company within days and now has a contract for monthly inspections to deal with the problem.

Analysis

When a party makes a claim for damage or loss the burden of proof lies with the applicant to establish their claim. To prove a loss the applicant must satisfy the following four elements:

1. Proof that the damage or loss exists,
2. Proof that the damage or loss occurred due to the actions or neglect of the other party in violation of the Act, Regulation or tenancy agreement,
3. Proof of the actual amount required to compensate for the claimed loss or to repair the damage, and
4. Proof that the applicant followed section 7(2) of the Act by taking steps to mitigate or minimize the loss or damage being claimed.

I find on a balance of probabilities that the Tenant has failed to establish that the Landlord was negligent and did not provide any supporting evidence for the application filed. The Tenant bears the responsibility of the burden of proof and has failed to provide sufficient evidence that the Landlord failed to comply with the Act. The Tenant has failed to provide any medical evidence to show that she contracted the HSP as a result of the pest infestation or that the Landlord was first notified in May 2011 and failed to react. The Tenant's application for monetary compensation is dismissed.

Conclusion

The Tenant's application is dismissed without leave to reapply.

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: October 25, 2012.

Residential Tenancy Branch