

DECISION

Dispute Codes MNDC

Introduction

This is an application for a monetary order by the Tenant for money owed or compensation for damage or loss.

Both parties attended the hearing by conference call and gave testimony. As both parties have attended and have confirmed receipt of the notice of hearing and evidence package submitted by the other party, I am satisfied that both parties have been properly served.

It was clarified with the Tenant the second named individual, E.S. on the application was not a Tenant, but the Tenant's mother who was assisting him in the application. The Decision and any subsequent documents will reflect B.G. as the only Tenant.

Issue(s) to be Decided

Is the Tenant entitled to a monetary order?

Background and Evidence

This Tenancy began on September 7, 2012 on a fixed term tenancy ending on March 31, 2013 as shown by the submitted copy of the signed tenancy agreement. The monthly rent was \$845.00 payable on the 1st of each month and a \$422.50 security deposit was paid.

The Tenant seeks a monetary order for \$10,000.00. This consists of \$8,000.00 for lost wages and \$2,000.00 for the loss of furniture left at the rental unit. The Tenant states that this amount is for \$2,000.00 per month for a 4 month period based upon his approximate wages of \$1,800.00 to \$2,000.00 per month at Lordco. The Tenant also claims \$2,000.00 for the loss of furniture left at the rental unit that he no longer wants.

The Landlord disputes the Tenant's claims stating that upon being notified on September 10, 2012 the Landlord arranged the treatment of bedbugs on September 12, 2012. The Landlord also states that the Tenant has failed to provide any monetary details of the lost wages and any invoices/receipts for any losses incurred. The Tenant

disputes that he had notified the Landlord about the bedbug problem on September 8, 2012 after moving in on September 7, 2012. The Tenant confirms that the Landlord arranged for treatment on September 12, 2012. The Tenant claims that he suffered from a reaction to the chemical treatment of the bedbugs and vacated the rental unit on September 14, 2012 after finding 1 live bedbug on September 13, 2012. The Tenant states his claim is for the loss of his job because he could not sleep and was unable to work. The Tenant claims that he found chemical residue all over the rental unit and on his bed and sheets. The Landlord disputes the Tenant's claims and has provided the witness, B.J. a technician for Assured Environmental Solutions Inc. who performed the bedbug treatments on the rental unit and the surrounding walls. The technician, B.J. states that no chemicals were used in the rental unit as a heat treatment was used instead as this was the most effective form of treatment. The technician states that a 2 week follow up inspection was made with a canine and that no further infestations exist. The Tenant disputes this stating that the Landlord has made several follow up treatments of the rental. The Landlord disputes this and the witness, B.J. has confirmed that no further treatments have occurred and that a new inspection occurred on October 25, 2012 and a further testing on October 30, 2012 were made with negative results for bedbugs. The Landlord states that the rental unit was re-rented shortly after with a new Tenant.

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 that the Tenant has failed to satisfy me on his claim for damages. The Tenant has not provided any proof of loss or that the loss was due to the actions or neglect of the Landlord. The evidence provided by both parties clearly shows that upon being notified the Landlord had technicians onsite for inspection/treatment within 2-3 days. The Tenant has not provided sufficient evidence of an actual amount of loss for compensation. I find on a balance of probabilities based upon the insufficient evidence

of the Tenant and the undisputed evidence of Landlord that the Tenant has failed in his application. The Tenant's application is dismissed without leave to reapply.

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: January 07, 2013.

Residential Tenancy Branch

