



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNDC, RR, OLC, FF, RP

### Introduction

This hearing dealt with an application by the tenant seeking a monetary order for compensation for damage or loss suffered under the Act, the regulations or the tenancy agreement, an order to have the landlord comply with the Act, an order to have the landlord conduct repairs and an order allowing the tenant a rent reduction. Both parties participated in the conference call hearing.

### Issues to be Decided

Is the tenant entitled to any of the above under the Act, the regulations or the tenancy agreement?

### Background and Evidence

The tenancy began on or about November 1, 2011. Rent in the amount of \$660.00 is payable in advance on the first day of each month. At the outset of the tenancy the landlord collected from the tenant a security deposit in the amount of \$325.00.

The tenant gave the following testimony; the unit is infested with bedbugs, much of the tenants personal items have been damaged and needed to be discarded, the unit has mold issues, the tenant is unable to sleep in the unit, the tenant's health has been affected due to the stress involved in this matter, the unit has many deficiencies that need attention, the tenant is intending on moving out in the near future and seeks to have the landlord pay the first month's rent and security deposit as compensation.

The landlord gave the following testimony; has addressed many of the repairs needed in the unit in a reasonable and timely fashion, was notified of the required repairs in late

January 2013, is willing to have his staff rectify any remaining issues, acknowledges the bed bug problem and has addressed it each time within 24 hours of being notified, has had a professional company treat the unit several times during the tenancy, was never informed of any loss suffered by the tenant, the company advised the tenant to leave all items in the unit so that the treatment would eradicate any bedbugs from his items, has not been provided any evidence from the tenant of loss or damages, disputes that the tenant has ceased sleeping in the unit, feels that he has addressed all issues quickly and efficiently when he has been notified by the tenant.

### Analysis

During the course of the hearing the parties were able to come to an agreement on several items. The parties have agreed to the following; the landlord will have his staff assess and repair as needed; the carpet in the tenant's suite that has come detached, tighten the front entry door, and to inspect the shower head. That work is to be completed by February 28, 2013. Both parties were content with that arrangement.

The tenant asked that the only other issue I address is whether he would be entitled to compensation.

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.

The tenant did not provide any receipts for the replacement of items that he says he replaced due to bedbugs. In addition the tenant was seeking costs for items that he will incur in the future. It was explained in great detail to the tenant that he was at liberty to make a separate application if he and the landlord are unable to come to an agreement

on future monetary issues. As for the matter before me at this hearing the tenant has not satisfied me of any loss and I therefore dismiss this portion of his application.

Conclusion

The landlord will have his staff conduct any repairs deemed necessary by February 28, 2013.

The tenant's monetary claim 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: February 14, 2013

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Residential Tenancy Branch

