



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding c/o Quay Pacific Property Mgt. Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNDC, FF, O

Introduction

This hearing dealt with the tenants' Application for Dispute Resolution seeking a monetary order.

The hearing was conducted via teleconference and was attended by the tenants and several agents for the landlord and the landlord.

Issue(s) to be Decided

The issues to be decided are whether the tenant is entitled to a monetary order for compensation for the failure to treat for bedbugs and for moving costs due to a wrongful eviction and to recover the filing fee from the tenant for the cost of the Application for Dispute Resolution, pursuant to Sections 67, and 72 of the *Act*.

Background and Evidence

The parties agreed the tenancy began on December 1, 2010 as a 1 year fixed term tenancy that converted to a month to month tenancy on December 1, 2011 for a monthly rent of \$720.00 due on the 1st of each month.

The tenant testified that despite repeated reports of bedbugs in his rental unit and in other rental units in the building the landlord failed to follow the recommendations for treatment prescribed by the pest control services providers.

The tenant also testified that specifically with his unit he found bedbugs in June 2011. The tenant stated the landlord was aware of bedbugs in the residential property for a year at that time but that nothing had been done. The tenant testified that his unit was treated in July 2011 but that he continued to have bedbug problems for the duration of his tenancy.

He stated that he was unable to enjoy the rental unit to its fullest because he had to leave it in a perpetual state of readiness for treatment and that when he moved out he had to replace furniture such as his bed and complete substantial cleaning. The tenant seeks compensation in an amount equivalent to ½ month's rent for 18 months or

\$6,300; representing the duration from the first discovery of bedbugs and the end of his tenancy.

The landlord testified that they had followed all of the recommendations of the pest control service provider but it was the tenant who would not always allow access to his unit for treatment or leave it in a manner that was prepared for treatment.

The tenant also testified that as a result of plumbing problems that originated in another rental unit he was blamed for causing damage to the rental unit below him. While neither party provided a copy of a notice to end tenancy they did agree the landlord had issued a 1 Month Notice to End Tenancy for Cause.

The landlord also testified that they had received an email from the tenant on January 30, 2013 stating that he would be moving out by the end of February 2013. The tenant testified that he was responding to a conversation the parties had held after he was issued with the landlord's 1 Month Notice to End Tenancy for Cause.

The tenant seeks compensation for a wrongful termination of the tenancy in the amount of \$870.00 representing his costs associated with moving including furniture replacement; cleaning; and the costs of transferring utilities. The tenant provided no receipts.

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.

As such, in the case before me it is incumbent upon the tenant to provide sufficient evidence to establish each of the four points above.

Section 32 of the *Act* requires a landlord to provide and maintain residential property in a state of decoration and repair that complies with the health, safety and housing standards required by law, and having regard for the age, character and location of the rental unit make it suitable for occupation by a tenant.

While the tenant's position is that the landlord failed to complete treatment for bedbugs that would render the unit unsuitable for occupation the landlord disputes that he failed to provide such treatment. As a result, to establish his claim, the tenant must provide evidence to corroborate his testimony and as the tenant has failed to provide any

evidence of anything related to the bedbug issue I find the tenant has failed to establish the landlord has violated Section 32.

In relation to the tenant's claim for compensation for being wrongfully evicted, I find that even if I were to accept that the circumstances that lead the landlord to issue a 1 Month Notice to End Tenancy were based on an incorrect assertion against the tenant the tenant did not dispute the Notice to End Tenancy.

Section 7 of the *Act* stipulates that if a landlord or tenant does not comply with the *Act*, regulation or tenancy agreement the non-complying party must compensate the other for damage or loss that results. The section goes on to say that a party who makes a claim against the other party for non-compliance must do whatever is reasonable to minimize that damage or loss.

As the tenant took no action to stop the enforcement of the 1 Month Notice to End Tenancy, such as file an Application for Dispute Resolution seeking to dispute and cancel the Notice, I find the tenant took absolutely no steps to mitigate any loss that may have resulted in a wrongful termination of the tenancy.

Conclusion

For the reasons noted above, I dismiss the tenants' 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: July 23, 2013

Residential Tenancy Branch

