



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding PACIFICA HOUSING
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNDC, RP, RR

Introduction

This hearing dealt with an Application for Dispute Resolution by the tenant a monetary order for money owed or compensation under the Act, to have the landlord make repairs to the unit and to allow a tenant to reduce rent for repairs, services or facilities agreed upon but not provided.

Both parties appeared, gave testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross-examine the other party, and make submissions at the hearing

The parties confirmed receipt of all evidence submissions and there were no disputes in relation to review of the evidence submissions.

Issue(s) to be Decided

Is the tenant entitled to a monetary order for compensation under the Act?

Should the landlord be ordered to make repairs to the unit?

Is the tenant allowed to reduce rent for repairs, services or facilities agreed upon but not provided?

Background and Evidence

The tenancy began on July 1, 2009. Rent in the amount of \$435.00 was payable on the first of each month. A security deposit of \$315.00 was paid by the tenant.

The tenant claims as follows:

a.	Box spring x 2	\$ 300.00
b.	Mattress x 2	\$ 300.00
c.	Cleaning and drying of cloths	\$ 24.00
d.	Sofa	\$ 100.00

e.	Pain and suffering	
	Total claimed	\$3,000.00

The tenant writes in their application that “no work done on suite when (name of company) took over. Loss of sleep, bedbugs keep me awake 3 nights a week. Headaches from sleeping on floors!”

[Reproduced as written]

The tenant stated that he has had four visits from the bug people and for two of those visits he was allowed to stay in the unit. The other two visits he was not allowed to enter the unit for six hours after the unit was treated.

The tenant stated that he has thrown out two beds due to bedbugs and gets headaches from to sleeping on the floor and seeks to be compensated for the loss of personal property and pain and suffering.

The tenant stated he did not notify the landlord or contact the pest control company prior to throwing out his belongings. The tenant stated that he has not notified the landlord that he has suffered any pain.

The landlord stated back in 2009, some units were treated for bedbugs and successfully treated. The landlord stated on June 6, 2013, the tenant was required to have his rental unit properly prepared for the treatment of bedbugs. However, they were unable to treat the unit due to the high level of clutter and no preparation. Filed in evidence is a Pest Control invoice with extensive notes.

The landlord stated that when he found out the tenant had been sleeping on the floor he went and found a new bed for the tenant. The landlord stated he has also provided money to the tenant for washing his clothing.

The landlord stated do to the tenants unit not being properly prepared for the bedbug treatment on June 6, 2013, he provided support by having staff help the tenant prepare the unit for treatment and the unit has been successfully treated and is currently being monitored.

Analysis

Based on the above, the testimony and evidence, and on a balance of probabilities, I find as follows:

In a claim for damage or loss under the Act or tenancy agreement, the party claiming for the damage or loss has the burden of proof to establish their claim on the civil standard, that is, a balance of probabilities.

To prove a loss and have one party pay for the loss requires the claiming party to prove four different elements:

- Proof that the damage or loss exists;
- Proof that the damage or loss occurred due to the actions or neglect of the Respondent in violation of the Act or agreement;
- Proof of the actual amount required to compensate for the claimed loss or to repair the damage; and
- Proof that the Applicant followed section 7(2) of the Act by taking steps to mitigate or minimize the loss or damage being claimed.

Where the claiming party has not met each of the four elements, the burden of proof has not been met and the claim fails. In this case, the tenant has the burden of proof to prove their claim.

In this case, the tenant is seeking compensation for having bedbugs in his unit. The documentary evidence of the landlord indicated the tenant did not follow the proper instructions provided by the pest control company and this neglect caused the treatment to be delayed. The evidence of the landlord was that after the tenant failed to properly prepare the unit he had his support staff attend the tenants unit and help provide assistance to ensure the unit was properly prepared for the next scheduled treatment. Money was also provided for washing of clothing items.

The evidence of the landlord was that the unit has now been successfully treated and is currently being monitored by the pest control company.

The evidence of the tenant was that he had thrown out his bed and other personal property; however, the evidence of the tenant was that he did not contact the landlord or the pest control company to see if there were any alternate solutions, such as bedbug mattress covers or sauna treatment of the furniture. I find the landlord cannot be held responsible when not notify that a problem exist. Further, when the landlord discovered that the tenant was sleeping on the floor, the landlord purchased the tenant a bed although the landlord had no obligation to do so.

The evidence of the tenant was that they seek compensation for pain and suffering due to headaches; however, the tenant did not contact the landlord to indicate there was any issues regarding pain and suffering. The landlord cannot be held responsible when not notify that a problem exists. Further, the tenant failed to provide sufficient evidence to support that he suffered any pain due to bedbugs, as there was no medical evidence submitted to support this claim.

I find the tenant has failed to prove that a damage or loss exists due to the action or neglect of the landlord violating the Act.

Conclusion

The tenant's application 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: July 31, 2013

Residential Tenancy Branch