



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding E. Al Silmi and Group Ltd.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MNDC, FF

This hearing dealt with an application by the tenant for a monetary order. Both parties participated in the conference call hearing. Both parties gave affirmed evidence. The tenant filed for dispute resolution on September 6, 2013 but did not serve the landlord the Notice of Hearing Documents, application or evidence until October 7, 2013. Although serving the Notice of Hearing Documents within three days of filing is required I am satisfied that the landlord would not bear any undue prejudice and the hearing proceeded as scheduled.

### Issue to be Decided

Is the tenant entitled to a monetary order as claimed?

### Background, Evidence and Analysis

The tenancy began on August 1, 2013 and ended on September 30, 2013. The tenants were obligated to pay \$900.00 per month in rent in advance and at the outset of the tenancy the tenants paid a \$450.00 security deposit which the landlord has returned.

I address the tenants claim and my findings around each as follows:

The tenant is seeking \$9140.00 for loss of quiet enjoyment. The tenant stated that the unit was dirty when he moved in and that a flea problem began about five days into the tenancy. The tenant stated that the landlord responded the following day to have the flea problem addressed. The fleas subsided but a second fumigation was required three weeks later. The tenant stated the landlord addressed the issue within a day or two. The tenant feels that the above amount is reasonable for what he endured.

The landlord adamantly disputes the tenants claim. The landlord stated that she addressed the flea issue in quick and timely fashion. The landlord stated that in regards to cleaning she was always accommodating and was doing everything she could to please the tenant. The landlord stated that she wanted the tenant to be happy and that if the tenant wished to move he was free to do that without any penalty or notice and that she would return the security deposit immediately to him. The landlord disputes that the unit was dirty. The landlord stated that the unit was clean and acceptable to the tenant but when the tenant mentioned that he would be moving on the issue of cleanliness came up. The landlord stated that the tenant left the unit in "very poor" condition.

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.

In the tenants own testimony he acknowledged that the landlord addressed the issue of fleas in a quick and timely fashion. The tenant has not been able to satisfy all four of the above requirements to support his claim, specifically #2 or #3. I find that the landlords acted in accordance with the Act and carried out their responsibilities and duties appropriately and quickly.

The tenant has not been successful in his application.

### Conclusion

The tenant's application is dismissed in its entirety 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 16, 2013

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Residential Tenancy Branch

