



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding York House Holdings Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNDC, OLC, RP, RR, FF, O

Introduction

This is an application filed by the Tenant for a monetary order for money owed or compensation for damage or loss, an order for the Landlord to comply with the Act, regulations or tenancy agreement, an order for repairs to the unit site or property, an order to allow the Tenant to reduce rent for repairs, services or facilities agreed upon but not provided and recovery of the filing fee.

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

The Tenant clarified at the beginning of the hearing that she is withdrawing her requests for an order to comply with the Act, Regulations or Tenancy Agreement, an order for repairs and an order to reduce rent as those issues have been resolved. As such no further action is required for these portions of the application.

The hearing was adjourned due to a lack of time. Both parties were informed that a new notice of an adjourned dispute resolution hearing would be sent to the confirmed addresses on the Tenant's application. The Tenant confirmed that she is now only requesting the monetary order for \$25,000.00 and an order for the Landlord to have an additional inspection in 1 months time from the date of the hearing for bedbugs. The Landlord stated that they are now having regular pest control treatments onsite and is consenting to the Tenants request for the bedbug inspections in the future. As such no further action is required for this request. The hearing shall proceed on the Tenant's monetary claim on December 19, 2013.

On December 19, 2013 both parties attended and the hearing resumed.

Issue(s) to be Decided

Is the Tenant entitled to a monetary order?

Background and Evidence

This Tenancy began on June 1, 2012 on a fixed term tenancy ending on November 1, 2012 and then thereafter on a month to month basis as shown by the submitted copy of the signed tenancy agreement. The monthly rent is \$1,130.00 payable on the 1st of each month and a security deposit of \$550.00 was paid on April 26, 2012.

The Tenant seeks a monetary claim of \$25,000.00. This consists of \$18,850.00 for the return of all of the rent paid from the beginning of the tenancy for the loss of quiet enjoyment from June 2012 to May 2013 of \$13,200.00 (\$1,100.00 X 12 months) and from June 2013 to October 2013 of \$5,650.00 (\$1,130.00 X 5 months). The Tenant states that "its what I feel" it is worth for the Landlord's negligence in causing her stress, anxiety, acid reflux, insomnia, loss of appetite and social isolation. The Landlord disputes this claim stating that units are routinely inspected when a problem is reported and that the Tenant has never notified the Landlord of any issues. The Tenant states that she first notified the Landlord in August of 2012 of bedbug issues and that the Landlord inspected the rental right away and that treatments were done with no effect. The Tenant states that no issues were found until April of 2013 when she found a bedbug and immediately reported it to the Landlord. She states that the Landlord took no action until an inspection was done in September 2013 and that new treatments were then started. The Landlord states that she does not have any records of any reported issues until September 2013 when they immediately inspected and started treatments. The Tenant seeks \$297.50 for recovery of time for labour in sealing cracks and crevices (5 hours of labour by A.S. @ \$38.50 an hour and 5 hours of labour by T.S. @ \$21.00 per hour). The Tenant notes that cracks and crevices were sealed and that the Landlord was never notified of this concern or precaution by the Tenant. The Tenant seeks \$162.75 for laundry costs based on 3 separate occasions where a washer was used a total of 30 times (@\$2.50 each for \$75.00) and dryer use of 39 times (@\$2.25 each for \$87.75) to wash and clean all of the Tenant's belongings during the bedbug treatments. The Landlord disputes this claim stating that there is no record of any requests made in September of 2012 regarding bedbugs. The Landlord states that in 2012 unit #508 was treated and that adjoining units were inspected, but that there were no reports of infestation. The Landlord repeats that records show that in September 2013 that a report of an infestation was made that the unit was inspected and treated right away. The Tenant seeks \$286.85 for damage to items (clothing) caused by heat and hot water as well as the purchase of storage bags. The Landlord

disputes this stating that they were never informed of any damage to personal items and that the Tenant has not provided any proof of such. The Tenant also seeks \$5,320.00 for the Tenant's time spent for preparation of treatments, cleaning after the treatments. The Tenant, T.S. states \$2,856.00 was for her time of 136 hours at \$21.00 per hour and that the Tenant, A.S. spent 64 hours of his time of 64 hours at \$38.50 per hour.

The Tenant relies on a letter written by the Tenant in #708 who writes, "This is to confirm our suite issue with bed bugs starting September 2012. Our manager was made aware and Allied Pest Services was dispatched. No chemical spray was done, however other treatments were used including steam treating furniture, vacuuming, dust and throwing out a bedframe. No follow up was done. Allied Pest Control only returned @ my direct request. One bug was found approximately 1 every 3 months. I feel the building was not attended to, having seen mattresses frequently by the garbage. I feel the new management is being more aggressive and we were sprayed Sept.24, 2013. Since this time, there have been no further bugs."

The Landlord states that this letter is confirmed based upon their records that as soon as the Landlord was notified an inspection was done with treatment to follow as soon as possible. The Landlord has submitted a copy of the treatment invoice which noted that the Tenant requested that no chemicals be used for treatment. The Landlord has also stated that they use two different pest control companies that make routine inspections that have revealed that ongoing efforts have reduced the amount of bed bug cases in the rental property. The Landlord has provided copies of their pest control invoices for inspections and treatments.

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 on a balance of probabilities that I prefer the evidence of the Landlord over that of the Tenant. The Tenant has failed to provide sufficient evidence to satisfy me that the Landlord failed to act responsibly after being notified of the bedbug issue. The Tenant has not provided sufficient evidence that the Landlord was notified of an infestation problem that would allow them to deal with the issue sooner. The Landlord has however provided documentary evidence that shows that numerous inspections took place as well as treatments in dealing with the issue. The Tenants monetary claim is dismissed.

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: December 24, 2013

Residential Tenancy Branch

