



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC, AAT, LAT, RR, FF

Introduction

This matter dealt with an application by the Tenant for compensation for damage or loss under the Act, regulations or tenancy agreement, to allow access for himself and his guests, to change the locks on the rental unit, for a rent reduction and to recover the filing fee for this proceeding.

The Tenant said he served the Landlord with the Application and Notice of Hearing (the "hearing package") by personal delivery on November 14, 2013. Based on the evidence of the Tenant, I find that the Landlord was served with the Tenant's hearing package as required by s. 89 of the Act and the hearing proceeded with both parties in attendance.

At the start of the conference call the Tenant said the filing fee was waived for the application so he is no longer seeking the recovery of the filing fee in this application.

Issues(s) to be Decided

1. Is the Tenant entitled to compensation for loss or damage under the Act and if so how much?
2. Is the Tenant entitled to an order to allow access to the unit for himself and his guests?
3. Is the Tenant entitled to an order to change the locks on the rental unit?
4. Is the Tenant entitled to a rent reduction?

Background and Evidence

This tenancy started in May, 2013 as a month to month tenancy. Rent is \$750.00 per month payable in advance of the 1st day of each month. The Tenant paid a security deposit of \$375.00 at the start of the tenancy.

The Tenant said that the rental unit has bed bugs, cockroaches, mice, rats and other vermin that the Landlord is not doing anything about. The Tenant said he and his roommate are covered in bug bites and the rats are scaring their cats and causing health issues in their rental unit. The Tenant continued to say the Landlord said they would fumigate a number of rooms when they had 14 people on a list requesting fumigation. The Tenant said this has not happened and nothing has been done to address the vermin problem in their rental unit. As a result the Tenant said he has lost his quiet enjoyment of the rental unit and is now applying for \$25,000.00 as compensation for that loss. The Tenant said he has evidence to support his claims, but he did not send it in because he has been ill recently. Consequently there is no written or witness evidence to support the Tenant's claims.

As well the Tenant said the Landlord controls the entrance of the rental complex and sometimes the Landlord does not let the Tenant into the building. As a result the Tenant is requesting an Order to allow the Tenant and his guests access to the rental unit and to change the locks on the rental unit. The Tenant said there is a sign in the lobby that restricts entry to only Tenants and their guests, but the Landlord does not always give access to the Tenant's guests and sometimes the Tenant said the Landlord charges a fee for entry. The Tenant said he has not provided any written or witness evidence to support these claims.

Further the Tenant said he was instructed by a Residential Tenancy Branch employee to apply for a rent reduction, because tenancy disputes are mainly about rent. As a result the Tenant has applied for a rent reduction, but the Tenant has not provided any specifics about amount or the reasons and the Tenant did not submit any written or witness evidence to support his claims.

The Landlord said the Tenant and his roommate are hoarders and as a result of bringing in various items from the street and collecting it in their rental unit, the rental unit has a vermin problem which the Tenant caused. To support this claim the Landlord submitted a Vancouver City, Fire Rescue Service Notice of Violation for excessive combustibles and access violations in the rental unit the Tenant is living in. The Landlord said she posted this Notice on the door of the Tenant's rental unit and put it in the Tenant's mail box on December 20, 2013 the same day as it was issued and sent to the Residential Tenancy Branch. The Tenant said he did not receive the Notice of Violation and he said the Landlord was lying about the clutter in his rental unit.

The Landlord continued to say she they want to end this tenancy and she will continue to do so either by a Fire Marshall's order or for unpaid rent. The Landlord said the Tenant's have unpaid rent for November, December, 2013 and for January, 2014.

The Tenant said in closing that he did not send any written evidence in but the testimony from both the Landlord and Tenant confirms there is a vermin problem in his rental unit and the Landlord has not corrected it. The Tenant said he believes he should be compensated and so he applied for the maximum amount of \$25,000.00.

The Landlord said in closing that the Tenant created the vermin problem in the rental unit and that she wants to end the tenancy because the Tenant is a problem for the rental complex.

Analysis

It is apparent from the testimony of both the Tenant and the Landlord that there is a vermin problem in the Tenant's rental unit. What is not apparent is where the problem came from as neither party provided any corroborative evidence to support their claims.

For a monetary claim for damage of loss to be successful an applicant must prove a loss actually exists, prove the loss happened solely because of the actions of the

respondent in violation to the Act, the applicant must verify the loss with receipts and the applicant must show how they mitigated or minimized the loss.

In this situation the Tenant has not proven an actual loss exists nor has he verified the loss or that it happened solely because of the actions of the Landlord. The Tenant said he applied for \$25,000.00 because it was the maximum amount he could apply for. The Tenant claims the vermin problem in his unit was caused by the Landlord and the Landlord said the vermin problem was caused by the Tenant hoarding items in the rental unit. The burden of proving a claim lies with the applicant and when it is just the applicant's word against that of the respondent that burden of proof is not met. As the Tenant has not provided any corroborative evidence to support his monetary claim I dismiss the Tenant monetary claim for \$25,000.00 without leave to reapply.

Further the Tenant has requested an order to allow entry to the rental unit for himself and his guests, to change the locks and for a rent reduction. Again the Tenant has not provided any corroborative evidence to support the claims; that the Landlord has restricted entry to the rental building nor has the Tenant provided evidence that he needs to change the locks on the rental unit. As well the Tenant has not provided any information or justification regarding the request for a rent reduction. The Landlord said they do not restrict entry to the Tenant and his guests and the Tenant has denied the Landlord entry into the rental unit for inspections therefore the Landlord may be disadvantaged by changing the locks on the rental unit. Again the burden of proving a claim lies with the applicant and when it is just the applicant's word against that of the respondent that burden of proof is not met. As the Tenant has not provided any corroborative evidence to support his claims for an order to allow entry, to change the locks on the rental unit and for a rent reduction; therefore I dismiss the Tenant's claims without leave to reapply.

Conclusion

I find that the Tenant has not established grounds for his application and I dismiss the application without leave to reapply due to lack of evidence.

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: January 07, 2014

Residential Tenancy Branch