



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Gupbarb Groups Holding
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes: MNDC

Introduction

This hearing was scheduled in response to the tenant's application for a monetary order as compensation for damage or loss under the Act, Regulation or tenancy agreement. Both parties attended and gave affirmed testimony.

Issue(s) to be Decided

Whether the tenant is entitled to the above under the Act, Regulation or tenancy agreement.

Background and Evidence

Pursuant to a written tenancy agreement, the year - long fixed term of tenancy began on April 15, 2013. Monthly rent is \$750.00 and a security deposit of \$375.00 was collected. The landlord's agents testified that this tenant was the first resident in the unit following renovations. A move-in condition inspection report was completed.

In September 2013 the tenant gave verbal notice of her intent to end the tenancy, and she subsequently vacated the unit on October 1, 2013. A move-out condition inspection report was completed. The landlord's agents testified that advertising for new renters was begun immediately after receipt of the tenant's notice, and new renters were found effective from November 1, 2013. The tenant's security deposit was returned in full and the landlord took no action to recover the loss of rental income for October 2014.

The tenant testified that she ended the tenancy prior to the expiration of the fixed term as a result of cockroaches and bedbugs found in her unit. Further, the tenant testified that she discarded certain of her belongings as a result of pest - related damage. The tenant testified that the landlord responded in a timely manner after she reported pest sightings in her unit, and the parties agreed that the unit was professionally treated for

pests on three (3) occasions during the tenancy. The landlord's agents testified that units located adjacent to the tenant's unit were also professionally treated for pests.

Analysis

The full text of the Act, Regulation, Residential Tenancy Policy Guidelines, forms and more can be accessed via the website: www.rto.gov.bc.ca

Section 32 of the Act speaks to **Landlord and tenant obligations to repair and maintain**, and provides in part as follows:

32(1) A landlord must provide and maintain residential property in a state of decoration and repair that

- (a) complies with the health, safety and housing standards required by law, and
- (b) having regard to the age, character and location of the rental unit, makes it suitable for occupation by a tenant.

Further, Residential Tenancy Policy Guideline # 16 addresses "Claims in Damages."

The various aspects of the tenant's claim for compensation of \$860.16 are as follows:

\$119.00: *replacement bed frame*
\$449.00: *replacement mattress*
\$200.00: *replacement blanket(s) & pillow(s)*
\$92.16: *tax (\$768.00 x 12%)*

Based on the documentary evidence and testimony, I find that the tenant has failed to meet the burden of proving entitlement to any of the compensation claimed. Specifically, I am unable to conclude that the landlord delayed or was in some other way negligent in responding to the tenant's report(s) of pests in the unit. Neither am I persuaded that the landlord failed to exercise good faith in undertaking to comply with the above statutory provisions. Further to all the foregoing, there are no receipts in evidence to support any aspects of the tenant's claim.

Conclusion

Following from all the above, the tenant's application is hereby dismissed 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: February 27, 2014

Residential Tenancy Branch

