



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding British Columbia Housing Management Commission
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPR, MNR, MNDC, FF, RP

Introduction

This hearing dealt with an application by the landlord for an order of possession, a monetary order and an order to retain the security deposit in partial satisfaction of the claim. The tenant also filed an application seeking a monetary order for money owed or compensation for damage or loss under the Act, regulation or the tenancy agreement. Both parties participated in the conference call hearing. Both parties gave affirmed evidence.

Issues to be Decided

Is the landlord entitled to an order of possession?
Is the landlord entitled to a monetary order for unpaid rent and loss of income?
Is the tenant entitled to a monetary order as claimed?

Background and Evidence and Analysis

I will deal with each party's claim and my findings as follows:

Landlords Claim - The tenancy began on or about November 15, 2012. Rent in the amount of \$529.00 is payable in advance on the first day of each month. The tenant failed to pay rent in the month(s) of January and on January 10, 2014 the landlord served the tenant with a notice to end tenancy. The tenant further failed to pay rent in the month(s) of February and March. The landlord is seeking an order of possession and a monetary order for the unpaid rent. The tenant did not dispute that she has not paid the rent.

I accept the landlord's undisputed testimony and I find that the tenant was served with a notice to end tenancy for non-payment of rent. The tenant did not pay the outstanding rent within 5 days of receiving the notice and did not apply for dispute resolution to dispute the notice and is therefore conclusively presumed to have accepted that the

tenancy ended on the effective date of the notice. Based on the above facts I find that the landlord is entitled to an order of possession. The tenant must be served with the order of possession. Should the tenant fail to comply with the order, the order may be filed in the Supreme Court of British Columbia and enforced as an order of that Court.

As for the monetary order, I find that the landlord has established a claim for \$1587.00 in unpaid rent. The landlord is also entitled to recovery of the \$50.00 filing fee. I grant the landlord an order under section 67 for the balance due of \$1637.00. This order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

Tenants Claim – The tenant is seeking \$2175.00 as compensation for having to live with bed bugs for one year. The tenant stated that her unit became infested in January 2012. The tenant stated that her unit became infested from the adjoining unit. The tenant stated that she has done everything possible to rid her unit of the bedbugs. The tenant stated that she has complied with the landlords' requests and directions. The tenant stated that many of her personal items have been damaged or destroyed by the bedbugs. The tenant stated that the landlords did not do enough to deal with the matter.

The landlords dispute the tenants claim. The landlords stated and provided documentation that they have been aggressively and proactively dealing with this matter. The landlord provided documentation that there is no bed bug activity in the subject unit. The landlord provided documentation that multiple inspections were conducted with no findings of bed bugs. The landlord stated that the tenant has been less than cooperative and that the tenant would restrict or deny access to have her unit treated in their ongoing efforts to get rid of the bed bugs from the entire complex.

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.

The tenant has failed to satisfy all four grounds as required, specifically #2 and #3. I find that the landlords are dealing with the matter in a decisive and timely fashion in accordance with the Act. Based on the above, and on the balance of probabilities the tenants application is dismissed.

Conclusion

The landlord is granted an order of possession and a monetary order for \$1637.00.

The tenants' 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: March 04, 2014

Residential Tenancy Branch

