



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Pacific Engineering Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes

ERP

Introduction

This hearing dealt with an application by the tenant seeking an order to have the landlord make emergency repairs for health or safety reasons. Both parties participated in the conference call hearing. Both parties gave affirmed evidence.

Issues to be Decided

Is the tenant entitled to any of the above under the Act, regulation or tenancy agreement?

Background and Evidence

The tenancy began on or about October 1, 2012. Rent in the amount of \$1450.00 is payable in advance on the first day of each month. At the outset of the tenancy the landlord collected from the tenant a security deposit in the amount of \$725.00.

The tenant gave the following testimony:

The tenant stated that she noticed bed bugs in her suite about six months ago. The tenant stated that she sent the manager a letter asking him to deal with it. The tenant stated the manager said 'it's not my problem, it's your problem'. The tenant was concerned for her families' health and well being and decided to have pest control treat her suite. The tenant stated that she chose to have a "heat treatment" done on her suite as her daughter has asthma and was concerned about chemicals being sprayed in the unit. The tenant stated the bugs are gone now. The tenant stated she is seeking to be reimbursed the cost of the treatment.

The landlord gave the following testimony:

The landlord stated that the tenant did not provide any evidence of bed bugs to her. The landlord stated that they had their own pest control company conduct monthly inspections of the building and “have not found a single trace of bed bugs”. The landlord stated that the tenant has not provided any report from the company that confirmed that the tenants’ suite has bed bugs.

Analysis

As explained to the parties during the hearing, the onus or burden of proof is on the party making the claim. In this case, the tenant must prove their claim. When one party provides evidence of the facts in one way, and the other party provides an equally probable explanation of the facts, without other evidence to support the claim, the party making the claim has not met the burden of proof, on a balance of probabilities, and the claim fails.

The tenant did not provide any documentation that bed bugs were present in her suite. I accept that the tenant had a heat treatment done but whether it was necessary or not is still in question. The tenant stated that she could provide proof, but did not do so for this hearing. The tenants’ application seeks to have the landlord conduct emergency repairs. The tenant later added that she wished to paid for the treatment. The tenant has not been able to satisfy me that her suite did in fact have bedbugs. Based on all of the above and on the balance of probabilities, I dismiss the tenants’ application in its entirety.

Conclusion

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: June 18, 2014

