



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: MNDC, ERP, RP, FF

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 / an order instructing the landlord to make emergency repairs for health or safety reasons / an order instructing the landlord to make repairs to the unit, site or property / and recovery of the filing fee. 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

The unit which is the subject of this dispute is located in a 3 storey building, which comprises a total of 45 separate units.

Pursuant to a written tenancy agreement, a copy of which is not in evidence, it is understood that the 6 month term of tenancy was from July 01 to December 31, 2014. Monthly rent was \$900.00 and a security deposit of \$450.00 was collected. While evidence before me includes a hand written list of 12 of the tenant's concerns related to the condition of the unit by date of July 01, 2014, a standard move-in condition inspection report was not completed. During the hearing the landlord testified that he attended to the tenant's various concerns after they were brought to his attention.

By letter dated October 20, 2014, the tenant gave notice to end tenancy effective October 31, 2014. A move-out condition inspection report was not completed. The landlord presently still retains the tenant's security deposit, and the tenant has not yet formally informed the landlord in writing of his forwarding address.

In addition to recovery of the \$50.00 filing fee, compensation sought by the tenant comprises \$2,700.00, which is calculated on the basis of 3 months' rent (3 x \$900.00).

In summary, the tenant claims that the unit was insufficiently heated, and that there were bedbugs. The tenant takes the position that these 2 issues in combination with the generally unsatisfactory condition of the unit, led to his termination of the 6 month term of tenancy after only 4 months.

Units are heated by way of hot water radiators located within each unit. The landlord testified that the level of heat for all units is set in concert with a thermostat located outside of the units, and it is sensitive to daily / seasonal variations in air temperature. The landlord further testified that he has not received complaints alleging inadequate heat from other renters.

As to bedbugs, in response to the tenant's request the unit was sprayed on October 03, 2014. On the report provided by the pest control technician it is documented, in part:

None of bedbugs was founded in bed frame and mattresses after inspection.
The tenant insisted the treatment for bedbugs **[reproduced as written]**.

While the parties gave some limited consideration to settling all issues in dispute during the hearing, no mutually agreeable settlement was achieved.

Analysis

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

At the outset, the attention of the parties is drawn to the following sections of the Act:

Section 23: **Condition inspection: start of new tenancy or new pet**

Section 24: **Consequences for tenant and landlord if report requirements not met**

Section 35: **Condition inspection: end of tenancy**

Section 36: **Consequences for tenant and landlord if report requirements not met**

Further, the attention of the parties is drawn to section 32 of the Act which speaks to **Landlord and tenant obligations to repair and maintain**, and provides in part:

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.

The parties are also referred to the statutory provisions set out in section 45 of the Act which addresses **Tenant's notice**.

Based on the documentary evidence and testimony, the various aspects of the tenant's application and my related findings are set out below.

First, as the tenancy ended subsequent to the time when the tenant filed his application for dispute resolution on October 09, 2014, I consider the tenant's application for orders to be issued against the landlord in relation to certain repairs to be withdrawn.

In regard to the concern alleging inadequate heat in the unit, I find that the tenant's documentary evidence in support of this claim or his efforts to address the concern, is limited to a hand written "to whomever it may concern" letter dated September 01, 2014, a hand written "to whom it may concern" letter dated October 01, 2014, and the letter addressed to the landlord by date of October 20, 2014, in which the tenant also gives notice to end tenancy. The tenant has provided no third party letters, or third party sworn affidavits or witness testimony concerning his allegations. On the other hand, the landlord has provided a type face document dated September 24, 2014, understood to have been issued by a plumbing and heating firm, which reads as follows:

CHECK ON APT 312 FOR NO HEAT PROBLEMS

HEATING SYSTEM WORKING RIGHT NO PROBLEM

PATIO DOOR OPEN?

In short, I find that the tenant has failed to meet the burden of proving either that the unit was inadequately heated, or that the landlord was unresponsive to his claims. In the result, the tenant's claim for related compensation must be dismissed.

As to bedbugs, documentary evidence in support of the tenant's claim of their existence, or efforts to address the concern, is limited to the letters dated, respectively, October 01 and 20, 2014, as above. Again, there are no third party letters, or third party sworn affidavits, or witness testimony, or photographs, or medical documentation to support the tenant's claims. Whereas, as previously noted, related documentary evidence submitted by the landlord includes a document issued by a pest control technician brought into the unit by the landlord. Having considered the evidence, I find that the tenant has failed to meet the burden of proving either the existence of bedbugs, or

proving that the landlord was unresponsive to his claims. This aspect of the claim for related compensation must therefore also be dismissed.

Additional miscellaneous matters raised by the tenant include claims that “our bike got stolen” [sic] and “our vehicle [was] vandalized [sic].” However, there is no documentary evidence before me in support of these claims, and no evidence to support a claim that in some manner or other the landlord was responsible for these events.

Very broadly, in the absence of the comparative results of move-in and move-out condition inspection reports, or other relevant documentary evidence, I find there is insufficient evidence that the condition of the unit failed to comply with the “health, safety and housing standards required by law.”

As the tenant has not succeeded with the principal aspect(s) of his application, his application to recover the filing fee is also hereby dismissed.

Lastly, in view of the still-to-be-resolved final disposition of the security deposit, the attention of the parties is drawn to section 38 of the Act, which speaks to **Return of security deposit and pet damage deposit**.

Conclusion

The tenant’s application is hereby 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: November 20, 2014

Residential Tenancy Branch

