



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Mainstreet Equity Corporation and Cameron Mangement Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNDC

Introduction

This was a hearing with respect to the tenant's application for a monetary award. The hearing was conducted by conference call. The tenant called in and participated in the hearing. The named representatives of the landlord, M.E.C. called in and participated in the hearing. The tenant did not serve the former landlord, C.M.L. with notice of this proceeding and no one appeared on its behalf. In the absence of proof of service against the landlord C.M.L., the application against it is dismissed without leave to reapply.

Issue(s) to be Decided

Is the tenant entitled to a monetary award and if so, in what amount?

Background and Evidence

The rental unit is an apartment in New Westminster. According to the tenant he moved out of the rental unit in August, 2012. He filed this application for dispute resolution on July 16, 2014. The tenant claimed a monetary award in the amount of \$1,809.00 made up of the following:

- \$1,409 for 1 year storage of belongings due to ongoing bedbug problems.
- \$200 for I-pod stolen by workers.
- \$200 for stolen car keys.

The tenant said that he abandoned the rental unit due to continuing problems with bedbugs and rodent in the rental property and in his unit. The tenant said that he paid to store his belongings for a period of one year based on advice that he received that

this was an effective means of eradicating any bedbugs that had infested his belongings. He referred to a tenant ledger submitted as evidence. He testified that the ledger recorded payments that made for a storage locker where he kept his belongings.

The tenant said that workers employed by the landlord stole his daughter's I-pod from the rental unit as well as his car keys. The tenant said that he filed a police report with respect to the stolen items, but he did not have a copy to submit as evidence. The tenant said that he did not file his application until July 16, 2014, because he was busy with other matters. The tenant did not submit any documents to identify the items said to have been stolen or to establish a value or replacement cost for the items.

The tenant did not provide evidence to show what belongings were stored in a locker. He testified that he was told by someone knowledgeable that storing his belongings in a storage facility for a year was the only effective method for eradicating bedbugs. The tenant did not provide any documentary or expert report to substantiate his position.

The landlord's representative testified that the landlord, M.E.C. purchased the rental property from the former owners in July, 2012. The tenant did not pay rent to the landlord after it took over the ownership and management of the rental property. The landlord's representative testified that the tenant finally vacated the unit in October, 2012 and failed to provide any forwarding address. The landlord only learned of the tenant's whereabouts when he served this application in July, 2014.

Analysis

The tenant submitted a ledger apparently showing payments that he made to rent a storage locker. He submitted a copy report by the City of New Westminster to the mayor and councillors dated June 12, 2012 concerning the rental property. He also submitted copies of documents confirming the landlord's purchase of the rental property effective July 12, 2012 as well as notices of entry for inspections and bedbug treatments given by the new landlord in 2012. The documentary evidence does not establish entitlement to a monetary award on a balance of probabilities. I do not have evidence to show that the tenant was forced to store his belongings in order to treat bedbugs due to any negligence or want of care on the part of the landlord. Also I do not have evidence to show what items were stored, or to establish that this was an effective treatment, to be preferred over other possible treatment methods. The tenant has not provide evidence to establish that items were stolen, to identify them or fix their value and the landlord has not shown that the landlord was negligent or somehow liable for the claimed loss.

Conclusion

I find that the tenant has failed to prove on a balance of probabilities that he is entitled to a monetary award against the landlord in any amount. The tenant's application is dismissed without leave to reapply. As noted the application against C.M.L. has been dismissed without leave to reapply because the time limit for bringing a claim against C.M.L. has expired.

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 8, 2015

Residential Tenancy Branch

