



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, MNDC, LAT

Introduction

This matter dealt with an application by the Tenant to cancel a Notice to End Tenancy for Cause, for compensation for damage or loss under the Act, regulations or tenancy agreement and for authorization for the Tenant to change the locks on the rental unit.

The Tenant said he served the Landlord with the Application and Notice of Hearing (the "hearing package") by registered mail around the March 28, 2015. The Landlord confirmed receiving the Tenant's hearing package. Based on the evidence of the Tenant, I find that the Landlord was served with the Tenant's hearing package as required by s. 89 of the Act and the hearing proceeded with both parties in attendance.

At the start of the conference call the Tenant said his request to cancel the Notice to End Tenancy has already been dealt with so he withdrew the request to cancel the Notice to End Tenancy from this application.

Issues(s) to be Decided

1. Has the Tenant a loss or damage under the Act, regulations or tenancy agreement and if so how much?
2. Is the Tenant entitled to compensation and if so how much?
3. Is the Tenant entitled to change the locks on the rental unit?

Background and Evidence

This tenancy started in July, 2014 as a month to month tenancy. Rent is \$690.00 per month payable in advance of the 1st day of each month. The Tenant paid a security deposit of \$300.00 at the start of the tenancy.

The Tenant said the rental unit has bed bugs which have caused him physical discomfort and he has lost the quiet enjoyment of his rental unit due to the bed bugs. As well the Tenant said the Landlord removed his bed and chair without his permission and now he is sleeping on the floor of the rental unit. The Tenant said he has had to garbage some of his property as well because it was infested with bed bugs.

In addition the Tenant said the Landlord did not do a move condition inspection and has not fixed a number of issues in the rental unit. Some of these issues are a broken light, the door jam needs repair, the smoke detector is not working, the fridge needs looking at and the sinks do not drain correctly. The Tenant said he is claiming \$25,000.00 in damages. The Tenant continued to say he just picked that number and he has not submitted any corroborative evidence to support his claim. It should be noted \$25,000.00 is the highest monetary claim allowed under the Act.

The Landlord said on November 16, 2014 they were told the Tenant had bed bugs and they had a Pest Control Company come to the unit on November 17, 2014. The Landlord said the building has been bed bug free since September, 2013 and they have a strict program to guard against bed bugs. The Landlord said all units are inspected by the Pest Control company before they are rented. The Pest Control company makes monthly inspections and if bed bugs are found the Pest Control company has a treatment program that is followed for each incident. The Landlord said they believe the Tenant brought the bed bugs into the unit in November, 2014 when he purchased a mattress and box spring that the Tenant brought into the building without the Landlord inspecting it. As well the Landlord said the Tenant has denied access for the Pest Control to the rental unit to spray and complete the treatment program. The Landlord said the Tenant has been very difficult and will not co-operate with the Pest Control company. The Landlord continued to say they are very concerned for other tenants in the rental complex as bed bugs spread quickly.

The Tenant was asked to pick a time and date that he would allow the Landlord and Pest Control Company to enter his rental unit to spray and complete the treatment program for the bed bugs. The Tenant said that he would not give access to the Landlord and the Pest Control company to come into his rental unit at this time.

The Landlord said he would make an application for access.

In closing the Landlords said they have a good bed bug control program in place and the Tenant is not co-operating. The Landlords said they believe the Tenant is the cause of the bed bugs and the Tenant has not provided any evidence to support his claims.

The Tenant said in closing that he believes the bed bugs have always been in the rental complex and that he will take this matter to the Supreme Court of British Columbia.

Analysis

For a monetary claim for damage of loss to be successful an applicant must prove a loss actually exists, prove the loss happened solely because of the actions of the respondent in violation to the Act, the applicant must verify the loss with receipts and the applicant must show how they mitigated or minimized the loss.

The Tenant has not provided any corroborative evidence to support his claims. Therefore I find the Tenant has not proven a loss actually exists as the Tenant did not

itemize or explain his monetary claim. As well the Tenant has not proven the loss happened solely because of the Landlord's action. It is unclear how the bed bug infestation happened as there was no expert testimony to support the Tenant's claim or the Landlord's thoughts on how the bed bugs entered the rental unit. Further the Tenant has not verified any losses and the Tenant has not co-operated with the Landlord therefore the Tenant has not mitigated his loss. Consequently I dismiss the Tenant's monetary claim due to lack of evidence.

With respect to the Tenant's request to change the locks on the unit I dismiss this request as I believe the Tenant has made the request to keep the Landlord from doing his duty of treating the bed bug infestation in the Tenant unit.

I dismiss the Tenant application without leave to reapply.

Conclusion

I dismiss the Tenant's application without leave to reapply.

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: May 13, 2015

Residential Tenancy Branch

