Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding GRANDWOOD DEVELOPMENT CO. LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes: MNDC OLC LRE OPT RR PSF

Introduction

This hearing dealt with an application by the tenant pursuant to the *Residential Tenancy Act* (the Act) for orders as follows:

a) To order the landlord to comply with the Act and do emergency repairs for health or safety reasons;
b) For compensation for emergency repairs and his losses due to a bed bug issue;
c) To recover filing fees for this application.

Service:
The tenant /applicant gave evidence that they served the Application for Dispute Resolution and the landlord agreed they received it. I find the documents were legally served for the purposes of this hearing.

Issue(s) to be Decided:

Has the tenant proved on the balance of probabilities that the landlord has not done emergency repairs required and that he is entitled to compensation or a rent rebate for repairs not done and losses suffered by him? Is he entitled to recover filing fees for this application?

Background and Evidence

Both parties attended the hearing and were given opportunity to be heard, to provide evidence and to make submissions. The undisputed evidence is that the tenancy commenced in November 1, 2014 although the tenant moved in a few days ahead, rent was $1200 and a security deposit of $600 was paid.

The tenant said he discovered bed bugs on February 25, 2015 in his unit and informed the manager by letter. He said he did not know he had to supply copies of his evidence for the hearing to the landlord so did not send it. The tenant vacated and returned the keys on April 27, 2015 and said he had never had a Pest Control Professional address

the problem as the manager said it was his responsibility and refused to pay for one. He claims $2,550 for two beds, a mattress, pest control and a hotel for two days.

In evidence are several medical notes, an invoice for the drug, Reactine ($20.45), an invoice for a leather sectional for $1,199, a delivery invoice for bedding totalling $1100, a storage unit charge for $84.62 dated April 12, 2015. The landlord requests I disregard this evidence as no copy was ever provided to her contrary to the Act and Rules of Procedure.

The landlord she wrote a letter to the tenant dated February 27, 2015 stating that he had lived in the unit for 4 months before reporting bed bugs, that it had been vacant for 10 months prior, had been repainted and had a new kitchen floor. She said he was responsible for bed bugs being introduced if indeed they existed. She said she thought he had hired a pest control company but he said he had not when he vacated but he had washed his items and there were no bed bugs. She had a Pest Control Company attend to inspect and treat if necessary. They provided a report in evidence that states on April 29, 2015, they found no traces of bed bugs even on a couple of items left behind.

The landlord also provided letters from 4 neighbouring tenants stating they had lived in the building from two to five years and there had been no bed bugs in the building anywhere. The landlord said she also spoke to the tenant's brother-in-law on March 9, 2015 and he knew nothing about a bed bug issue and had seen none. The tenant said he had seen a bed bug in Unit 9 where he formerly resided. The landlord said that was three years ago and there have been none since and she pointed to the present occupant's statement that said she had resided there for 2 years and had seen no bed bugs. The manager also said she had visited the tenant's unit each month for rent and she saw no evidence of new furniture.

Analysis:
The onus is on the applicant to prove on a balance of probabilities that the landlord has, through act or neglect, violated the Act or tenancy agreement and that he has sustained loss through this.

I find section 32 of the Act provides the landlord must maintain the rental building in a state that complies with health, safety and housing standards required by law. I find insufficient evidence that the landlord has failed to maintain the building or to eradicate bed bugs. I find the weight of the evidence does not prove that bed bugs were in the tenant's unit. I find the landlord's evidence more credible that there were no bed bugs or if there were, they were somehow introduced by the tenant. The landlord's credibility

is well supported by a professional inspection that they had done after the tenant vacated which found no evidence of bed bugs even on some furniture left behind. It is further supported by the written letters of 4 neighbouring tenants who have seen no bed bugs in the building. As these were tenants whose units adjoined this tenant's, it does not seem possible that they did not notice even one bed bug.

Although the tenant provided some medical evidence, I find this is not evidence that there were bed bugs in his unit; the medication is an allergy medication and if there were bites, they could have been suffered in some other location where he visited. While the tenant has bought some new furniture for his new home, I find insufficient evidence that these costs were incurred due to the actions or neglect of the landlord. I find insufficient evidence that the landlord through act or neglect has caused the tenant's losses or has failed to maintain the building to a suitable standard.

I decline to consider the other points raised by checking boxes in his application. I find no evidence why a rent rebate should be granted or that emergency repairs were done or that he paid for them. I dismiss the tenant's application in its entirety.

Conclusion:
.I dismiss the tenant's application without leave to reapply and find him not entitled to recover filing fees due to his lack of success.

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 17, 2015

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Residential Tenancy Branch