



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      MNDC

### Introduction

This hearing dealt with the tenants' Application for Dispute Resolution seeking a monetary order.

The hearing was conducted via teleconference and was attended by both tenants and both landlords. The landlord's had arranged for a witness to be available but the witness was not called in to the hearing to provide testimony. The tenant also provided the name and contact information for a witness but she was also not called into the hearing.

The tenant clarified that she had submitted into evidence a copy of a handwritten letter from herself to the landlords by leaving it at the Service BC office in her community and that she was told by the Service BC agent to send her photographic evidence directly to the Residential Tenancy Branch (RTB). She states she sent her photographic evidence by regular mail to the RTB. On the physical file there is only a copy of the handwritten letter but no photographic evidence.

The tenant testified her sister had served the landlord with her photographic evidence, to the landlords on a date that was prior to October 31, 2014. However, I note that the tenant did not submit her Application for Dispute Resolution until November 14, 2015 and the Notice of Hearing documents are dated November 19, 2015.

As such, I find that even if the tenant did provide photographs to the landlord before October 31, 2015 the landlord would have no reason to consider those photographs as evidence for a dispute resolution hearing because the tenant had not yet submitted her Application for Dispute Resolution. Therefore, I find the tenants have not served the landlords with their photographic evidence pursuant to the requirements of the *Residential Tenancy Act (Act)* and the Residential Tenancy Branch Rules of Procedure.

Further, I find it unlikely that a Service BC agent would not accept evidence and advise the tenant to forward her evidence directly to the RTB, as the entire role of Service BC is to accept Applications and evidence pursuant to claims made through the RTB. As such, I find the tenants also failed to provide their evidence to the RTB.

From the start of the hearing the female tenant was aggressive and agitated in her responses and she provided conflicting testimony. While I accept that due to the number of disputes between these parties being adjudicated by arbitrators with the RTB the female tenant had some confusion over dates and the understanding of my questions.

However, during the hearing the female tenant's behavior escalated and she refused to conduct herself in a respectful manner and tone. As both tenants were in attendance at the hearing I ordered that the female tenant refrain from providing any further comment or testimony and that I would only hear from the male tenant to represent the tenants' interests in this hearing.

After the female landlord had provided testimony that was related to conversations between herself and the female tenant I offered for the female tenant to provide a response if she wanted to. The male tenant stated that the female tenant had left the room and was tending to their children and would not provide any further testimony.

#### Issue(s) to be Decided

The issues to be decided are whether the tenants are entitled to a monetary order for compensation, pursuant to Sections 32, 67, and 72 of the *Act*.

#### Background and Evidence

The landlord submitted into evidence a copy of a tenancy agreement signed by both parties on May 10, 2014 for a month to month tenancy beginning on April 24, 2015 for the monthly rent of \$1,200.00 due on the 1<sup>st</sup> of each month with a security deposit of \$600.00 paid.

The tenants submitted that landlords had informed the tenants about their concerns about the potential for mouse infestation prior to the start of the tenancy. They submitted that within 1 week of the start of the tenancy they discovered mice and they reported it immediately to the female landlord by email.

The tenants stated the landlords kept asking the tenants to take care of things but that they kept asking the landlords to provide an exterminator but that they never did. The tenants submitted that through it all the infestation became worse and worse and the landlords failed to take any action. The tenants testified that there continue to be hundreds of mice in the home.

The tenants submit that as a result of the landlords' inaction there ended up being hundreds of mice in the rental unit and they lost clothing; baby clothing; memorabilia; couches; photographs; and camping gear.

The tenants are seeking compensation in the amount of \$1,500.00. They submit that the value of their losses is significantly higher than this amount, citing the couches to be in the amount of \$3,000.00 when new.

The landlords submitted into evidence email communications related to these issues. The first email submitted is dated June 11, 2014 and reports that the tenant has just seen mice on the main level.

The landlords submit that despite asking the tenant if she thought they should get an exterminator the female tenant stated it was not necessary and rodent repellent or poison would work. The female tenant agreed to pick up the supplies and the landlord later provided the tenant with \$65.00 to cover these costs. She stated she asked for receipts but never received any from the tenant.

The landlord stated that she contacted the tenant on July 1, 2014 and the tenant confirmed there was no longer any issue. The landlord submits that the next time she was informed of any problem was in last August 2014. She stated that she attended the property on August 26, 2014 and was not allowed, by the tenant, to enter the storage area and could find no evidence of a mouse problem anywhere else in the unit.

The landlord testified that she did not hear anything else about mice until the tenant left a message on their phone indicating the landlords were harming the tenants' children and that there was still a mouse problem. The landlord stated they receive a letter on October 6, 2014 with a written request regarding the mouse problem. The landlords stated they arranged for an exterminator to attend the rental unit on November 4, 2014.

The landlords submit that they have not heard of any other problems regarding mice until this hearing when the tenants indicated that there are still mice in the unit.

### Analysis

To be successful in a claim for compensation for damage or loss the applicant has the burden to provide sufficient evidence to establish the following four points:

1. That a damage or loss exists;
2. That the damage or loss results from a violation of the *Act*, regulation or tenancy agreement;
3. The value of the damage or loss; **and**
4. Steps taken, if any, to mitigate the damage or loss.

Section 32(1) of the *Act* requires the landlord must provide and maintain residential property in a state of decoration and repair that complies with the health, safety, and housing standards required by law and having regard to the age, character and location of the rental unit make it suitable for occupation by a tenant.

When one party to a dispute provides testimony regarding circumstances related to a tenancy and the other party provides an equally plausible account of those circumstances, the party making the claim has the burden of providing additional evidence to support their position.

In the case before me the tenants have presented a version of events related to the landlords' handling of complaints regarding a mouse infestation that differs from the landlords' account of these same events.

As the burden rests with the tenants in providing sufficient evidence to establish their claim, and they have provided no other evidence than their testimony and one letter of complaint I find the tenants have failed to meet the burden of providing sufficient evidence to corroborate their version of events.

In fact, I find the landlords have provided substantial evidence that supports their version of events. As a result, I find the tenants have failed to establish the landlord has violated the *Act*, regulation or tenancy agreement.

In addition, I find the tenants have failed to provide any evidence that they have suffered a loss; how they had established the value of any such claimed loss; or any steps that were taken to mitigate any damage or loss.

### Conclusion

Based on the above, I dismiss the tenants' Application for Dispute Resolution 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: July 07, 2015

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Residential Tenancy Branch

