



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC

Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* (the "*Act*") for:

- a monetary order for compensation for damage or loss under the *Act*, *Residential Tenancy Regulation* ("*Regulation*") or tenancy agreement pursuant to section 67.

The tenant and landlords along with the landlord's agent, IG (collectively the "landlord") attended the hearing.

At the outset of the hearing, each party confirmed that they had received the other party's evidence. Neither party raised any issues regarding service of the application or the evidence. Both parties were given full opportunity to give affirmed testimony and present their evidence. I have reviewed all testimony and other evidence. However, in this decision I only describe the evidence relevant to the issues and findings in this matter.

Issue(s) to be Decided

Is the tenant entitled to a monetary order for compensation for damage or loss under the *Act*, *Regulation* or tenancy agreement?

Background and Evidence

As per the testimony of the parties, the tenancy began on April 1, 2016 on a month-to-month basis. Rent in the amount of \$1,350.00 was payable on the first of each month. The tenant remitted a security deposit in the amount of \$675.00 at the start of the tenancy. The tenant vacated the rental unit sometime between April 21 and April 26, 2016. The landlord returned the \$675.00 security deposit to the tenant at this time.

Tenant

It is the tenant's position she had to vacate the rental unit and abandon all her belongings due to a bed bug infestation. The tenant has submitted copies of doctor's notes, receipts and photographs of her abandoned furniture. The tenant seeks \$8,000.00 in compensation for the loss of her belongings.

Landlord

The landlord testified that upon the tenant's report of bedbugs the landlord took immediate action; the landlord had the rental unit treated on April 6, 2016. The pest control company returned on April 9, 2016 and treated the rental unit again. Finally on April 16, 2016 the landlord had a different pest control company inspect and treat the rental unit and tenant's furniture. The landlord acknowledged this pest control company found two dead bed bugs "in the living area." Following the tenant's departure, the landlord had the pest control company perform another treatment and install a bed bug monitor on May 19, 2016. On June 1, 2016 a final inspection and treatment was performed. The landlord has submitted copies of the pest control receipts.

The landlord testified they never had an issue with bed bugs prior to this tenancy. The landlord has submitted a witness statement from another tenant that attests to this. The landlord testified that since the tenant's departure and the commencement of a new tenancy they have received no reports of bed bugs.

The landlord denies the tenants goods are worth \$8,000.00. Further the landlord has not disposed of the tenants goods; the landlord has been storing them. The landlord testified that the tenant texted on July 21, 2016 requesting to have a garage sale at the rental unit to dispose of her belongings. In anticipation of the garage sale, the landlord placed some items outside. The tenant did not follow through with the garage sale and the goods remain stored.

Analysis

Under section 67 of the *Act*, when a party makes a claim for damage or loss, the burden of proof lies with the applicant to establish the claim. To prove a loss, the applicant must satisfy the test prescribed by Section 7 of the *Act*. The applicant must prove a loss actually exists and prove the loss happened solely because of the actions of the respondent in violation to the *Act*. The applicant must also verify the loss with receipts and the applicant must show how they mitigated or what reasonable efforts they made to minimize the claimed loss.

Section 32 of the *Act* establishes that a 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, makes it suitable for occupation by a tenant.

Based on the receipt indicating the presence of two dead bed bugs and the doctor's notes submitted by the tenant, I find the rental unit contained bed bugs.

Based on the remaining evidence before me, I find the landlord took reasonable steps to address the reported issue of bed bugs. The landlord had pest control attend, inspect, treat the rental unit and treat the tenant's furniture. The question of compensation is based on the proof the landlord failed in their obligation to repair and maintain. I find the tenant has provided insufficient evidence to prove, on the balance of probabilities, the landlord breached the *Act*. For this reason I dismiss the tenant's application for compensation.

Conclusion

The tenant's application for a monetary order for compensation for damage or loss under the *Act*, *Regulation* or tenancy agreement is dismissed 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: November 7, 2016

Residential Tenancy Branch