



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC, RR, PSF

Introduction

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

- an order to allow the tenant(s) to reduce rent for repairs, services or facilities agreed upon but not provided, pursuant to section 65; and
- an order to the landlord to provide services or facilities required by law pursuant to section 65; and
- a monetary order for unpaid rent and for money owed or compensation for damage or loss under the *Act*, *Residential Tenancy Regulation* ("Regulation") or tenancy agreement, pursuant to section 67; and

Both parties attended the hearing and were given a full opportunity to be heard, to present their sworn testimony, to make submissions, to call witnesses and to cross-examine one another. Neither party submitted any documentation for this hearing.

Issue to be Decided

Is the tenant entitled to a monetary order for compensation for loss suffered under the Act, regulation or tenancy agreement?

Is the tenant entitled to a rent reduction for repairs, services or facilities agreed upon but not provided?

Is the tenant entitled to an order requiring the landlord to provide services or facilities required by law?

Background, Evidence

The tenants' testimony is as follows. The tenancy began on July 1, 2007 and is ongoing. The tenant is obligated to pay \$1078.00 per month in rent in advance. The tenant testified that the building is infested with bed bugs and that the problem has been ongoing for two years. The tenant testified that as a result of this infestation, the laundry room was not available to him at certain times. The tenant testified that the landlord has accused him of bringing in the bed bugs which he denies. The tenant seeks \$5000.00 compensation for loss of laundry, pain and suffering and for the loss of quiet enjoyment. The tenant also wants the landlord to make sure that the laundry room is available to him, if not he wants a rent reduction.

The landlord gave the following testimony. The landlord testified that the tenant is the cause of the bed bug infestation. The landlord testified that the laundry room has fob access and that they were able to trace the origin of the infestation to the subject tenant and his unit. The landlord testified that the tenant's friend told him not to advise the landlord of the bed bugs as they would evict him. The landlord testified that the tenant has cost them over twenty thousand dollars in heat treatments to address the bed bug issue because of the non-reporting. The landlord testified that the tenant has been the cause of at least three separate infestations and that the tenant has been without laundry access for a total of only one week. The landlord testified that the tenants claim is unfounded and should be dismissed.

Analysis

While I have turned my mind to all the documentary evidence and the testimony of the parties, not all details of the respective submissions and arguments are reproduced here. The principal aspects of the tenant's claim and my findings around each are set out below.

Section 67 of the *Act* establishes that if damage or loss results from a tenancy, an Arbitrator may determine the amount of that damage or loss and order that party to pay compensation to the other party. In order to claim for damage or loss under the *Act*, the party claiming the damage or loss bears the burden of proof. The claimant must prove the existence of the damage/loss, and that it stemmed directly from a violation of the agreement or a contravention of the *Act* on the part of the other party. The applicant must show that the applicant followed section 7(2) of the *Act* by taking steps to mitigate

or minimize the loss or damage being claimed. Once that has been established, the claimant must then provide evidence that can verify the actual monetary amount of the loss or damage. Only when all four grounds are satisfied is a party entitled to a monetary order.

The tenant has failed to satisfy me that he has provided sufficient evidence to satisfy the four grounds listed above as required under section 67 of the Act. Based on the insufficient evidence before me, I must dismiss this application in its entirety.

Conclusion

The tenants' application is dismissed in its entirety.

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 04, 2017

Residential Tenancy Branch