



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDCT FFT

Introduction

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

- a monetary award for damages and loss pursuant to section 67; and
- authorization to recover the filing fee for this application from the landlords pursuant to section 72.

Both parties were represented at the hearing. The tenant CL (the "tenant") primarily spoke on behalf of the tenants. The landlords were represented by their agent HX (the "landlord"). Both parties were given full opportunity to be heard, present affirmed evidence, make submissions, and to call witnesses.

As both parties were present service of documents was confirmed. The landlord confirmed receipt of the tenants' application for dispute resolution and evidence. The tenant confirmed receipt of the landlord's evidence. Based on the undisputed evidence of the parties I find that the parties were each served with the respective materials in accordance with sections 88 and 89 of the *Act*.

Issue(s) to be Decided

Are the tenants entitled to a monetary award as claimed?

Are the tenants entitled to recover the filing fee from the landlords?

Background and Evidence

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/or arguments are reproduced here. The principal aspects of the tenants' claims and my findings around each are set out below.

The parties agreed on the following facts. This tenancy began in July, 2016 and ended in August, 2018. The monthly rent at the end of the tenancy was \$2,695.00 payable on the first of the month. The rental unit is the upstairs suite in a detached home, the bedroom suite is occupied by different tenants.

The parties testified that the rental suite suffered incursions from some pests during the tenancy. The landlord testified that the tenant first informed them that some rats were seen in January, 2018. The tenant testified that while the landlord arranged for some pest control professionals to attend, the issue was not permanently resolved. The tenant submitted into evidence some photographs which they claim show the damage caused to the suite and their personal possessions.

The tenant seeks a monetary award of \$10,000.00. The tenant did not articulate how this figure is calculated but submits that the amount represents compensation for the following damages:

Following are damages caused: 1. chewed up toys, books, clothing, leather shoes & wiring in vehicle 2. contaminated cabinets full of dry goods 3. everything had to be packed & sealed in containers 4. over a month could not cook 5. took time off and also now on medication 6. cleaning expenses on a daily basis 7. loss of enjoyment 8. fees and expenses incurred for dispute

Analysis

Section 67 of the *Act* allows me to issue a monetary award for loss resulting from a party violating the *Act*, regulations or a tenancy agreement. 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 on the part of the other party. Once that has been established, the claimant must then provide evidence

that can verify the actual monetary amount of the loss or damage. The claimant also has a duty to take reasonable steps to mitigate their loss.

I find that there is insufficient evidence in support of the tenants' claim for a monetary award. While I accept the undisputed evidence of the parties that there was an incursion of rats in the rental suite, the evidence is that the landlord took steps by contacting pest control professionals and advising the downstairs tenants to keep their suite clean.

I find that there is insufficient evidence that the landlord did not take sufficient or reasonable action when informed of the issue. The landlord arranged for pest control professionals to attend the rental suite and make follow up visits to address the issue. I find that the landlord acted in a reasonable and prudent manner in response to the complaints.

Furthermore, I find that there is insufficient evidence that the tenant has suffered any losses. The tenant gave terse testimony about the impact that the pests had on their lifestyle. I find the tenant's brief statements to be insufficient to find that the tenant experienced any damage or loss. The tenant claims for a variety of items but has not provided receipts or invoices for replacement of possessions. I find that the photographs submitted by the tenant to be insufficient to show that there has been any damage or loss suffered due to the landlord.

I find that the tenants' submissions to be vague, without sufficient details and not supported in documentary evidence. I find that there is insufficient evidence that the landlord was in violation of the Act, regulations or tenancy agreement such that it gives rise to a monetary award. I further find that the tenant has provided insufficient evidence in support of their monetary losses. For these reasons I dismiss the tenants' application.

Conclusion

The tenants' application 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 20, 2018

Residential Tenancy Branch