



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      MNDCT, FFT

### Introduction

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

- a Monetary Order as compensation for damage or loss under the *Act* pursuant to section 67 of the *Act*; and
- a return of the filing fee pursuant to section 72 of the *Act*.

The tenant M.M, the owner M.P, along with the landlord's two agents, S.A. and C.A all attended the hearing. All parties were given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses.

While the tenant could not recall exactly how he had served the landlord with his application for dispute and evidentiary package, the landlord's confirmed they had received it by Canada Post Registered Mail and had sufficient time to review it. The tenant acknowledged receipt of the landlord's evidentiary package and I find all parties have been duly served with all applicable documents in accordance with the *Act*.

### Issue(s) to be Decided

Is the tenant entitled to a monetary award, including a return of the filing fee?

### Background and Evidence

The parties confirmed this tenancy began on February 1, 2008 and ended in August 2019 following the tenant's abandonment of the rental unit after the landlord's issuance of a 10 Day Notice for Unpaid Rent. The parties agreed rent at the conclusion of the tenancy was \$1,495.00 per month and a security deposit of \$575.00 was surrendered to the landlord. A pet deposit of \$575.00 was returned to the tenant.

The tenant is seeking a monetary award of \$35,000.00 along with a return of the \$100.00 filing fee. The tenant explained that he had suffered great loss as a result of the “significant” presence of mouse feces and urine he discovered in the rental unit upon his move-out. The tenant said he had previously seen some mice in the rental unit but did not fully grasp the scope of the damage created by the mice until he began packing his belongings in advance of his move. The tenant described being left “damaged and shocked” by the presence of this supposed infestation and explained that the psychological harm he suffered as a result of his belongings being destroyed by the mice led to; homelessness, loss of employment, large expenses related to the replacement of all items, along with various costs associated with transportation to work following his eviction.

Additionally, the tenant sought compensation related to housing he was forced to take following his eviction, along with other miscellaneous expenses for storage and the replacement of clothing. As part of his evidentiary package, the tenant included a detailed description of the emotional trauma he suffered related to; job loss, forced relocation/homelessness, loss of lifestyle, financial burden, and emotional stress.

The tenant alleged the landlord had purposely cut a hole in the drywall of the bathroom to allow the mice to enter his rental unit. He testified that he had spoke to the landlord on several occasions about this mouse issue but noted he specifically emailed the landlord on three occasions, March 11, March 22 and November 28, 2018 to inform the landlord of his concerns related to the presence of mice in the rental unit.

The landlord disputed all aspects of the tenant’s application. The landlord explained that the tenant had abandoned the property in August 2019 after the issuance of a 10 Day Notice to End Tenancy on July 4, 2019. The landlord disputed the tenant’s allegation that no steps were taken to the address the concerns related to the presence of mice in the rental unit and the landlord alleged that multiple efforts were made to gain entry to the unit to repair the hole in the bathroom drywall, however, the tenant refused to grant them access to the suite. The landlord acknowledged receiving a single email from the tenant in November 2018 regarding the presence of mice in the suite. The landlord explained that following receipt of this email, steps were taken to immediately direct a pest control company to attend the unit. Following the pest control company’s visit the to the suite, the landlord did not again hear from the tenant.

The landlord acknowledged an ongoing fight against mice in the building, stating that the pest control company had been visiting the building every month for the entirety of

2018 and 2019. The landlord said the rental unit in question was described by the pest control company as a “feeding ground” for mice.

### Analysis

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. As highlighted by Policy Guideline #16, 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. Once that has been established, the claimant must then provide evidence that can verify the actual monetary amount of the loss or damage. In this case, the onus is on the tenant to prove his entitlement to his claim for a monetary award.

The tenant has applied for compensation of \$35,000.00 as described in their evidentiary package and through their testimony. After having reviewed all applicable documentation and having considered their testimony, I find the tenant has failed to establish loss under the *Act*. The tenant’s application concerned a loss of numerous items which were supposedly destroyed by the presence of mice feces and urine, however, the application also seeks compensation for matters beyond the scope of the *Act* and unrelated to the presence of mice.

Specifically (in addition to loss of furniture), the tenant attempted to gain compensation related to loss of employment, forced homelessness, loss of lifestyle, emotional burden and emotional stress. I find the landlord cannot be found to be responsible for any of these matters as the tenant abandoned the rental unit following the issuance of a 10 Day Notice for Unpaid Rent and therefore no action by the landlord contributed to this alleged loss. Furthermore, I find the landlord took adequate steps to address the issue of the mice when the tenant brought them to the landlord’s attention in November 2018 and therefore cannot be held responsible for the tenant’s loss of furniture and personal items. I find insufficient evidence was presented to show that the landlord ignored the tenant’s request for a pest control company as was alleged at the hearing. For these reasons, the tenant’s application is dismissed in its entirety.

As the tenant was unsuccessful in his application, he must bear the cost of his own filing fee.

Conclusion

The tenant's application is dismissed without leave to reapply.

The tenant must bear the cost of his own filing fee.

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: March 11, 2020

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Residential Tenancy Branch