



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding SUTHAKARAN HOLDINGS COMPANY INC.
and [tenant name suppressed to protect privacy]

REVIEW HEARING DECISION

Dispute Codes AAT, PSF, MNDCT, MNRT, OLC, RR

Introduction

On November 13, 2019, the Tenant applied for a Dispute Resolution proceeding seeking to be allowed access to the rental unit pursuant to Section 30 of the *Residential Tenancy Act* (the “Act”), seeking provision of services or facilities pursuant to Section 62 of the *Act*, seeking monetary compensation pursuant to Section 67 of the *Act*, seeking an Order to comply pursuant to Section 62 of the *Act*, and seeking a rent reduction pursuant to Section 65 of the *Act*.

A Dispute Resolution proceeding was scheduled for January 6, 2020 at 9:30 AM but no one attended that hearing. The Tenant made an Application for Review Consideration on January 28, 2020 and a Review Hearing was granted on February 8, 2020. A new Dispute Resolution proceeding was scheduled for April 17, 2020 at 11:00 AM.

The Tenant attended the Review Hearing late, at 11:14 AM. The Landlord also attended the Review Hearing late, at 11:08 AM. All in attendance provided a solemn affirmation.

The Tenant advised that the Landlord was served the Notice of Review Hearing and evidence package by registered mail, but he was not sure when he did this. The Landlord confirmed that this package was received in the middle of February 2020; however, he stated that he did not receive any evidence. The Tenant believed his evidence was in this package and he cited pictures that were submitted; however, the only evidence before me are of receipts. As such, I do not find it likely that the Tenant included any pictures in the Notice of Review Hearing package. Based on this, I am satisfied that only the receipts will be accepted and considered when rendering this decision.

The Landlord confirmed that he did not submit any evidence for consideration on this file.

As per Rule 2.3 of the Rules of Procedure, claims made in an Application must be related to each other, and I have the discretion to sever and dismiss unrelated claims. As such, this hearing primarily addressed the Tenant’s Application with respect to the

bed bug issues and the other claims were dismissed with leave to reapply. The Tenant is at liberty to apply for any other claims under a new and separate Application.

All parties were given an opportunity to be heard, to present sworn testimony, and to make submissions. I have reviewed all oral and written submissions before me; however, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issue(s) to be Decided

- Is the Tenant entitled to an Order for the Landlord to comply?
- Is the Tenant entitled to a rent reduction?
- Is the Tenant entitled to monetary compensation?

Background and Evidence

While I have turned my mind to the accepted documentary evidence and the testimony of the parties, not all details of the respective submissions and/or arguments are reproduced here.

Both parties agreed that the most current tenancy started on February 1, 2018. Rent was currently established at \$640.00 per month and is due on the first day of each month. A security deposit of \$280.00 was also paid.

The Tenant advised that he had been living in the rental unit for almost eight years and that a bed bug issue arose almost two years ago. He stated that the previous owner would periodically spray the infested building for bed bugs; however, he died and the building has not been sprayed since. He stated that a pest control company came into the rental unit at some point to inspect and this person advised the Tenant that the unit should be sprayed. He was also given some sticky mousetraps to catch the bedbugs. He stated that the Landlord told him that if the Tenant paid to have the carpets cleaned, the Landlord would spray the rental unit for bed bugs. After paying \$80.00 to have the carpet cleaned, the Landlord refused to spray the rental unit.

The Tenant advised that he did not have any evidence of the bed bug issue or that he informed the Landlord of this issue. However, he is seeking compensation in the amount of **\$80.00** for the cost of carpet cleaning and he submitted a receipt to support this claim. He is also seeking **\$120.00** for the cost of bug spray and sticky mouse traps, but he could not remember what else was included in this claim. He submitted a receipt in the amount of \$9.50 which I infer is related to this claim. Finally, the Tenant is seeking compensation in the amount of **\$30.00** but he cannot recall what this was for; however, he stated that it was his intention to ask for more compensation.

The Landlord advised that he has a pest control company that checks the building for bed bugs every month. He stated that the Tenant complained about bed bugs in July 2019 and the Landlord dispatched a pest control company to investigate. In a July 12, 2019 report, it was noted that no bed bugs were found; however, the state of the Tenant's rental unit was cluttered and deplorable. The Tenant was advised to clean up his rental unit before a subsequent inspection could be completed. He stated that a second inspection was conducted in the rental unit in late July 2019 and no bed bugs were found; however, the Landlord is happy to go back to check the rental unit for bed bugs if the Tenant still maintains that there is an issue.

The Tenant confirmed that he never advised the Landlord in writing that there was a bed bug issue. He claimed to have spoken with a representative of the Landlord many times, but this yielded no remedy to this situation.

Analysis

Upon consideration of the evidence before me, I have provided an outline of the following Sections of the *Act* that are applicable to this situation. My reasons for making this decision are below.

Section 32 of the *Act* outlines the Landlord's and Tenant's responsibilities to repair and maintain the rental unit.

Section 67 of the *Act* allows for an Arbitrator to determine the amount of compensation to be awarded to a party if a party has not complied with the *Act*.

With respect to the Tenant's claims that there are bed bugs in his rental unit, the Tenant has provided insufficient evidence that he has had bed bugs in his rental unit since July 2019 or that he even informed the Landlord of this issue. Furthermore, if he did have bedbugs in his rental unit, he has not provided any evidence that these were present due to the result of the Landlord's negligence. Based on the scant evidence submitted, I am not satisfied that the Tenant has substantiated this claim for an Order for the Landlord to comply.

Regarding the Tenant's request for compensation for loss, when establishing if monetary compensation is warranted, I find it important to note that Policy Guideline # 16 outlines that when a party is claiming for compensation, "It is up to the party who is claiming compensation to provide evidence to establish that compensation is due", that "the party who suffered the damage or loss can prove the amount of or value of the damage or loss", and that "the value of the damage or loss is established by the evidence provided."

When establishing the amount of compensation owed, the onus is on the Applicant to provide evidence that substantiates the amount of compensation claimed. I do not find

that there is sufficient evidence to support that there was an agreement for the Landlord to pay for carpet cleaning. As such, I dismiss this claim of \$80.00 in its entirety.

With respect to the other claims, I note that the Tenant has submitted a receipt for \$9.50; however, this does not account for the remaining \$150.00 that the Tenant is seeking compensation for. While I acknowledge that this receipt may have been for insecticide, I am not satisfied that the Tenant has established any claim that there is currently a bed bug issue in the rental unit. As such, I dismiss any claims for monetary compensation that the Tenant is seeking in this Application.

Conclusion

The Tenant's Application, for an Order to comply and for a Monetary Order for compensation due to the bed bug issue, is dismissed without leave to reapply. The Tenant is at liberty to reapply for any other claims that were severed on this Application.

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: April 17, 2020

Residential Tenancy Branch