



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding RADIO CITY INVESTMENTS and
[tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNDCT, FFT

Introduction

This hearing dealt with an Application for Dispute Resolution by the Tenant filed under the *Residential Tenancy Act*, (the “*Act*”) for a monetary order for money owed or compensation for damage or loss, and to recover the filing fee for their application. The matter was set for a conference call.

Two agents for the Landlord (the “Landlord”) and the Tenant attended the hearing and were each affirmed to be truthful in their testimony. The Landlord and Tenant were provided with the opportunity to present their evidence orally and in written and documentary form, and to make submissions at the hearing.

I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure. However, only the evidence relevant to the issues and findings in this matter are described in this decision.

Issues to be Decided

- Is the Tenant entitled to a monetary order for money owed or compensation for damage or loss, under the *Act*?
- Is the Tenant entitled to recover the filing fee for their application?

Background and Evidence

While I have turned my mind to all of the accepted documentary evidence and the testimony of the parties, only the details of the respective submissions and/or arguments relevant to the issues and findings in this matter are reproduced here.

The Tenant testified that the tenancy began on June 15, 2020. Rent in the amount of \$1,180.00 was to be paid by the first day of each month, and at the outset of the tenancy, the Tenant paid a \$590.00 security deposit and a prorated rent for the month of June 2020, in the amount of \$590.00. The Tenant submitted a copy of the tenancy agreement into documentary evidence.

The Tenant testified that soon after moving into the rental unit, they discovered bed bugs in the unit. The Tenant testified that he did not want to live a rental unit that had bed bugs, so they spoke to the Landlord on June 17, 2020, and came to an agreement to end this tenancy.

The Tenant testified that they stopped living in the rental unit as of June 20, 2020 and slowly moved their personal property out of the rental unit, allowing time to treat the possession before moving them to their new space. The Tenant testified that they were completely moved out of the rental unit as of June 30, 2020.

The Tenant testified that due to the bed bugs, they were not able to live in the rental unit and are requesting their half months rent back in the amount of \$590.00 for June 2020. The Tenant also testified that they are requesting the replacement cost of mattress and clothes they had to throw out in the amount of \$210.00.

When asked by this arbitrator, the Tenant testified that they do not think the Landlord breached the Act during their tenancy, or that, the Landlord had prior knowledge of the bed bugs in the rental unit.

Analysis

Based on the above, testimony and evidence, and on a balance of probabilities, I find as follows:

The Tenant is claiming for compensation in the amount of \$800.00 to recover the cost for their rent for June 2020, and their personal property that was infested with bed bugs

and had to be disposed of at the end of this tenancy. Awards for compensation due to damage or losses are provided for under sections 7 and 67 of the *Act*. A party that makes an application for monetary compensation against another party has the burden to prove their claim. The Residential Tenancy Policy Guideline #16 Compensation for Damage or Loss provides guidance on how an applicant must prove their claim. The policy guide states the following:

“The purpose of compensation is to put the person who suffered the damage or loss in the same position as if the damage or loss had not occurred. It is up to the party who is claiming compensation to provide evidence to establish that compensation is due. To determine whether compensation is due, the arbitrator may determine whether:

- A party to the tenancy agreement has failed to comply with the *Act*, regulation or tenancy agreement;
- Loss or damage has resulted from this non-compliance;
- The party who suffered the damage or loss can prove the amount of or value of the damage or loss; and
- The party who suffered the damage or loss has acted reasonably to minimize that damage or loss.

I accept the Tenant’s testimony that the Landlord did not breach the *Act*, regulation or tenancy agreement during this tenancy.

In the absence of a breach of the *Act*, regulation or tenancy agreement by the Landlord during this tenancy, I find that the Tenant has not met the onus to establish their claim and that I must dismiss their claim in its entirety.

Section 72 of the *Act* gives me the authority to order the repayment of a fee for an application for dispute resolution. As the Tenant has not been successful in their application, I find that the Tenant is not entitled to the return of their filing fee.

Conclusion

The Tenant's 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: September 11, 2020

Residential Tenancy Branch