



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding CRESCENT HOUSING SOCIETY and
[tenant name suppressed to protect privacy]

DECISION

Dispute Codes

Introduction

MNDCT, FFT

The tenant applied for compensation against the landlord pursuant to section 67 of the *Residential Tenancy Act* ("Act"). In addition, the tenant seeks recovery of the filing fee.

The tenant and an agent for the landlord (a housing society), along with an employee of the landlord (who attended to observe the proceeding), attended the hearing on March 12, 2021. No issues of service were raised by the parties.

Issues

1. Is the tenant entitled to \$5,000 in compensation?
2. Is the tenant entitled to \$100 for the cost of the application filing fee?

Background and Evidence

Relevant evidence, complying with the *Rules of Procedure*, was carefully considered in reaching this decision. Only relevant oral and documentary evidence needed to resolve the specific issues of this dispute, and to explain the decision, is reproduced below.

For the record, the tenant made a settlement offer to the landlord. The landlord was unable to accept the offer and so we proceeded to a hearing.

Briefly, by way of background, the tenancy began on September 1, 2009. At that time the tenant's rent was \$844, plus \$10 for a surface parking stall. The tenant's security deposit was \$422. The tenant's current monthly is \$875, plus \$35 for an underground parking stall. A copy of the written tenancy agreement was submitted into evidence by the landlord.

The tenant's application for dispute resolution stated that the tenant seeks compensation in the amount of \$5,000 for "rent reduction, pain, suffering, costs." The particulars of the dispute are as follows (reproduced as written):

I HAD A BED BUG INFECTION AROUND AUGUST 2019
AFTER LONG DELAYS AND WRONG DEMANDS FROM
THE CRESCENT HOUSING SOCIETY

1. TELLING ME THEY ARE GOING TO HEAT TREATMENT MY APARTMENT
2. ALL MY POSSESSION MUST BE PUT IN BOXES 25
3. MY ORIGINAL OIL PAINTING HAD TO BE STORED IN A CLIMATE CONTROLLED WAREHOUSE \$200
4. SUFFORD PESTICIDE POISONING
5. DR. LETTER DR. [redacted]

I RESERVE THE RIGHT TO ADD MORE DOCUMENTS AND PHOTOS [signed by tenant]

The tenant had retained an advocate at some point prior to the hearing, but the advocate did not attend. The tenant clarified at the start of the hearing that they are not asking for the \$5,000, but simply seeking the cost of the warehouse storage. This amount is \$319.00.

In respect of what occurred, the tenant had a bed bug infestation in the rental unit at some time in August of 2019. The landlord was unable to provide treatment until early November of 2019. A letter from the landlord submitted into evidence, dated November 1, 2019, confirms this.

The tenant testified that he had to remove various personal property, including an oil painting, from the rental unit and place it in a temperature-controlled storage locker. This storage cost the tenant \$319.00.

The landlord's agent argued that the tenant did not actually put anything in storage until approximately six weeks after treatment. They argued, "why should we pay for something that's not required?" and requested that the tenant's claim be dismissed.

While there was a fair amount of medical documentation submitted into evidence, as the tenant only seeks recovery for the storage costs I will not reproduce or otherwise refer to that evidence or testimony.

Analysis

The standard of proof in a dispute resolution hearing is on a balance of probabilities, which means that it is more likely than not that the facts occurred as claimed. The onus to prove their case is on the person making the claim.

When an applicant seeks compensation under the Act, they must prove on a balance of probabilities all four of the following criteria before compensation may be awarded (the criteria being based on sections 7 and 67 of the Act):

1. has the respondent party to a tenancy agreement failed to comply with the Act, regulations, or the tenancy agreement?
2. if yes, did the loss or damage result from the non-compliance?
3. has the applicant proven the amount or value of their damage or loss?
4. has the applicant done whatever is reasonable to minimize the damage or loss?

In this dispute, the tenant was clearly frustrated by what they perceived to be the landlord's handling of the bed bug issue. "[Landlord's agent] could've done a better job," the tenant remarked. And, that "it's a tragedy" that the tenant had to endure what appears to be a rather lengthy process. Though, to be fair, the written correspondence between the parties would suggest some difficulty and uncooperativeness from the tenant. Clearly, the relationship between the parties was strained.

That said, what is missing from the tenant's claim is any proof that the landlord in fact breached any section of the Act, the regulations, or the tenancy agreement. In the absence of any finding that a breach occurred, compensation cannot flow. To reiterate, the first criterion that an applicant must prove in a claim for compensation is this: has the respondent failed to comply with the Act, regulations, or the tenancy agreement?

Certainly, while a landlord is required by law to provide and maintain residential property in a state of decoration and repair that complies with health, safety and housing standards (see [section 32\(1\)](#) of the Act), the landlord in this dispute acted as promptly as possible in dealing with the bed bugs. There was, I find, no negligence on the part of the landlord in resolving the issue. If the landlord had ignored the issue, then they might be found to be in breach of the Act, but this is not the case in this dispute. Finally, I fully recognize and empathize with the tenant's negative experience with bed bugs; they are a particularly nasty creature and having them crawl around on one's bed is irksome. Nevertheless, it cannot be ignored that the landlord in fact dealt with the matter.

Taking into consideration all the oral testimony and documentary evidence presented before me, and applying the law to the facts, I find on a balance of probabilities that the tenant has not met the onus of proving that the landlord failed to comply with the Act, regulations, or the tenancy agreement.

As the first criterion has not been proven, I need not consider the remaining three criteria. Accordingly, I must dismiss the tenant's claim.

Conclusion

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

This decision is made on authority delegated to me under section 9.1(1) of the Act.

Dated: March 15, 2021

Residential Tenancy Branch