



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OLC, MNDCT, RP, RR, LRE, PSF, LAT, DRI, CNR

Introduction

On December 11, 2020, the Tenants submitted an Application for Dispute Resolution under the *Residential Tenancy Act* (the “Act”) requesting to cancel a 10 Day Notice to End Tenancy, requesting a Monetary Order for compensation and for seven other issues. The matter was set for a participatory hearing via conference call.

The Landlord and both Tenants attended the hearing and provided affirmed testimony. They were provided the opportunity to present their relevant oral, written and documentary evidence and to make submissions at the hearing. The parties testified that they exchanged the documentary evidence that I have before me.

Preliminary Issue – withdrawal of issues

The Tenants testified that they have moved out of the rental unit and have no need to proceed with many of the issues noted in this application. The Tenants stated that they would like to proceed with their monetary claim for compensation.

I find that the Tenants have withdrawn all the issues in this Application except for their request for a Monetary Order for compensation.

Issue to be Decided

Should the Tenants receive a Monetary Order for compensation, in accordance with section 67 of the Act?

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 to the following terms of the tenancy:

The month-to-month tenancy began on February 1, 2017. The Landlord took over the tenancy in March 2018. The rent was \$675.00 and due on the first of each month. A security deposit in the amount of \$287.50, was collected at the beginning of the tenancy.

The Tenants testified that the building had been dealing with bed bugs for a long time. Their mattress had to be replaced in July 2019 as the Landlord did not properly respond to the bed bug infestation. The Tenants purchased a new mattress, and as recommended by the Landlord, a bed bug cover for the mattress to prevent further bed bug infestation. The Tenants submitted receipts for the mattress and covers in the amount of \$576.40 and \$134.38 respectively.

The Tenants stated that there was not enough storage in the rental unit and as a result, purchased some shelving for the closets. The Tenants submitted a receipt for \$110.60.

The Tenants testified that they were given permission by the Landlord to paint the interior of the rental unit and when they presented receipts for paint and equipment to the Landlord, he refused to compensate them. The Tenants submitted receipts for a total of \$90.98.

The Tenants submitted a monetary order worksheet for the above losses and are claiming a total of \$912.36.

The Landlord acknowledged that bed bugs had been a problem in the building and that he had recommended that mattress covers could help.

The Landlord testified that he had attempted a heat treatment to rid the unit of bed bugs in July 2018 that did not seem to work. In February 2019, the Landlord conducted a building wide spray/fog to get rid of the bugs and as a result, the complaints of bed bugs stopped from everyone except the Tenants. The Landlord stated that Tenant LS would call him and ask for a can of bug spray and the Landlord would supply the Tenant with the spray immediately and without charge.

The Landlord submitted audio clips of the abuse and threats he faced from the Tenants when attempting to access the rental unit for repairs or treating the unit for bed bugs. The Landlord stated he has continued to treat any reported bed bug issues in the building, has provided hand-outs to tenants as how to prepare for treatment, and

whenever the Landlord has attempted to complete comprehensive treatments of the building, the Tenant LS was the most obstructive.

The Landlord stated that the Tenants left the mattress in the rental unit upon vacating and can come by to pick it up at any time.

The Landlord acknowledged that the Tenants put up some shelving by their own choice and stated that the Tenants vacated the rental unit with some of the shelving that they had previously installed.

The Landlord stated the painting that the Tenants completed in the rental unit looked good but that the choice to paint the unit was the Tenants. The Landlord also submitted that he had paint and supplies that the Tenants could have used; however, they did not ask and he (the Landlord) did not agree to compensate the Tenants for their initiative to paint the rental unit.

Analysis

Section 7(1) of the Act establishes that a party who does not comply with the Act, the Regulations or the Tenancy Agreement must compensate the other party for damage or loss that results from that failure to comply.

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 the responsible party to pay compensation to the other party. In order to claim for damage or loss under the Act, the party claiming the damage or loss bears the burden of proof. The Applicant must prove the existence of the damage/loss, and that it stemmed directly from a violation of the Tenancy Agreement or a contravention of the Act on the part of the other party. Once that has been established, the Applicant must then provide evidence that can verify the actual monetary amount of the loss or damage.

In this case, the Tenants have the burden to prove that they suffered a loss as a result of the Landlord violating the Act or the Tenancy Agreement; demonstrate the amount or value of the loss, and prove that they acted reasonably to minimize that loss.

Based on the Landlord's undisputed testimony, I find that the Landlord made several attempts to address the issue of bed bugs in the rental unit, and throughout the residential property, during the length of the tenancy. I accept the Landlord's testimony and evidence as presented during the hearing and via the submitted audio recordings, that the Landlord had ongoing challenges with Tenant LS when attempting to enter the

rental unit and attempting to have the Tenants follow through with proper preparation for the treatment of the bugs. I find that the Landlord responded appropriately regarding the Tenants' concerns about the treatment of bed bugs and, as such, I find that the Landlord acted in accordance with the Act. I find that the Tenants failed to provide sufficient evidence that the Landlord, due to a breach of the Act or the Tenancy Agreement, is responsible for the cost of the Tenants' mattress purchased in July 2019. I dismiss this part of the Tenants' claim.

The Tenants submitted that they purchased some shelving for their rental unit and acknowledged that this shelving was not present at the beginning of the tenancy and that they left with some of the shelving at the end of their tenancy. Based on the Tenants' testimony, I find that they chose to enhance their rental unit with some shelving and did not obtain consent from the Landlord that they would be reimbursed for the costs. I find that the Tenants failed to prove a loss as a result of the Landlord's breach of the Act or the Tenancy Agreement. Therefore, I dismiss this part of the Tenants' claim.

The Tenants are claiming losses for the cost of the paint and supplies they incurred to paint their rental unit. Typically, negotiations between tenants and landlords will occur and tenants will obtain consent, ideally written, from their landlord before changing the interior of the rental unit by painting.

In this case, I find the Tenants failed to provide sufficient evidence that they had arranged to be reimbursed by the Landlord for any of the painting that was completed. The Landlord testified that he did not ever agree to reimburse the Tenants for their costs, that he had supplies that the Tenants could have used, and regardless of the good job the Tenants did, does not believe the Landlord should have to pay for the improvements the Tenants chose themselves.

Based on this, I find that the Tenants failed to prove a claim for losses pursuant to section 67 of the Act and dismiss the Tenants' claim for compensation in relation to paint and supplies.

Conclusion

I dismiss the Tenants' Application for Dispute Resolution 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: March 10, 2021

Residential Tenancy Branch