



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding BROWN BROTHERS AGENCIES
LTD and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNDCT, FFT

Introduction

On December 29, 2020, the Tenant applied for dispute resolution under the *Residential Tenancy Act* (“the Act”) seeking a monetary order for money owed or compensation for damage or loss under the Act, regulation, or tenancy agreement.

The matter was scheduled for a teleconference hearing. The Tenant and agents for the Landlord were present at the hearing. At the start of the hearing I introduced myself and the participants. The hearing process was explained. The evidence was reviewed and confirmed received by each party. The parties were provided with an opportunity to ask questions about the hearing process. They were provided with the opportunity to present affirmed oral testimony and to make submissions during 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. The parties were informed that recording the hearing is not permitted.

Issue to be Decided

- Is the Tenant entitled to money owed or compensation for damage or loss?

Background and Evidence

The parties testified that the tenancy began on December 1, 2017 as a one-year fixed term tenancy that continued thereafter on a month to month basis. Rent in the amount of \$1,050.00 was due to be paid to the Landlord by the first day of each month. A security deposit of \$525.00 was paid by the Tenant to the Landlord. The Tenant moved out of the rental unit on October 30, 2020.

The Tenant is seeking compensation for the replacement cost of personal items that she disposed of. The Tenant testified that she disposed of a pillow, duvet, mattress bedframe and dresser upon moving out of the rental unit.

The Tenant testified that on October 12, 2020 she notified the Landlord that there were bedbugs in the rental unit. The Tenant had already given written notice to end the tenancy and moved out 18 days later on October 30, 2020.

The Tenant testified that there were no bed bugs present in the rental unit when she moved into the unit. She testified that she was bit by bedbugs in July / August 2020 but was not aware it was bedbugs at that time and did not report it. She stated that there were bedbugs in other areas of the building which likely affected her unit.

The Tenant stated that she requested the Landlord to provide treatment for bedbugs.

The Tenant testified that she disposed of her personal belongings and wants the Landlord to pay the full replacement value. The Tenant provided receipts for the purchase cost of her personal items. The Tenant testified that her personal items were between 4 or 5 years old.

In reply, The Landlord provided testimony that they were notified of the bedbug problem on October 8, 2020 and they immediately contacted a pest control company and arranged and completed an initial treatment in the unit on October 15, 2020. A follow up treatment for bedbugs in the unit was completed 11 days later on October 26, 2020.

The Landlord stated that the Tenant made no mention of her concern when she moved out of the unit and were not aware of her concern until two months later when they were served for this hearing.

The Landlords stated that the building manager informed the Tenant that she would not need to dispose of her mattress if she purchased a protective cover. The Landlord submitted that they do not understand why the Tenant's furniture needed to be disposed.

Analysis

Section 32(1) of the Act states that a landlord must provide and maintain residential property in a state of decoration and repair that:

- (a) complies with the health, safety and housing standards required by law, and
- (b) having regard to the age, character, and location of the rental unit, makes it suitable for occupation by a tenant.

When a party makes a claim for damage or loss, the burden of proof lies with the applicant to establish the claim. To prove the claim, the Applicant must satisfy the following four elements on a balance of probabilities:

1. Proof that the damage or loss exists;
2. Proof that the damage or loss occurred due to the actions or neglect of the Respondent in violation of the Act, Regulation, or tenancy agreement;
3. Proof of the actual amount required to compensate for the claimed loss; and,
4. Proof that the applicant followed section 7(2) of the Act by taking steps to mitigate or minimize the loss or damage being claimed.

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

I find that the Landlord was following their obligation under section 32 of the Act to make the rental unit suitable for occupation by arranging treatment of the Tenant's rental unit on October 15, 2020 and October 26, 2020.

I find that the Tenant did not provide a reasonable rationale on why her personal items needed to be disposed of. The Tenant is responsible to take steps to mitigate against the loss being claimed. The rental unit had been treated twice within a two-week period prior to the Tenant moving out and there was no explanation on why the furniture needed to be replaced. In addition, it appears there was no attempt to treat her pillow and duvet by other means such as laundering them or heat treating them.

I find that the Tenant's claim fails as I find that the Landlord complied with the Act by immediately arranging treatments for the rental unit and there is insufficient evidence from the Tenant that her belongings needed to be disposed of. The Tenant did not mitigate against the loss being claimed.

The Tenant's application is dismissed in its entirety.

Conclusion

The Tenant's application seeking money owed or compensation for damage or loss is not successful.

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: May 05, 2021

Residential Tenancy Branch