



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding 473881 BC LTD and [tenant
name suppressed to protect privacy]

DECISION

Dispute Codes OLC, MNDCT, FFT

Introduction

This hearing dealt with the Tenant's application filed under the Residential Tenancy Act (the "*Act*") requesting an Order for the Landlord to comply with the *Act*, for a monetary order for compensation for loss or other money owed, and the return of their filing fee. The matter was set for a conference call.

The Tenant and the Landlord's Agent attended the conference call hearing and were each affirmed to be truthful in their testimony. Both parties were provided with the opportunity to present their evidence orally and in written and documentary form and to make submissions at the hearing. The Tenant and the Landlord confirmed that they had received each other's documentary evidence. Both parties were advised of section 6.11 of the Residential Tenancy Branches Rules of Procedure, prohibiting the recording of these proceedings.

I have reviewed all evidence and testimony 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

- Should the Landlord be ordered to comply with the *Act*?
- Is the Tenant entitled to a monetary order for compensation for loss or other money owed?
- Is the Tenant entitled to the return of their filing fee?

Background and Evidence

While I have considered 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 in early 2021, they discovered bedbugs in their rental unit but that there had been a bedbug problem on the rental property going back to 2017. The Tenant testified that after the Landlord was advised of the bedbug problem in their rental unit, the Landlord took immediate steps to hire a pest treatment company to treat their unit. The Tenant agreed that the Landlord treated their unit on March 31, 2021, and again on April 15, 2021, and that their unit was inspected for bedbugs on May 25, 2021. The Landlord submitted three invoices for bedbug treatment services into documentary evidence.

The Tenant testified that the Landlord did not treat the bedbug in the other unit property and that due to this, the bedbugs came into their unit, and that therefore the Landlord should be responsible for their associated cost for the bedbug treatment.

Analysis

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

The Tenant is claiming compensation in the amount of \$298.08 to recover their costs associated with the treatment of bedbugs in their rental unit and for an order for the Landlord to comply with the *Act* in the proper treatment of bedbugs on the rental property. 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.

In order to determine if the Tenant is entitled to the recovery of their costs and if the Landlord should be ordered to comply with the *Act*, I must first determine if there had been a breach of the *Act* by the Landlord in how they dealt with the bedbug infestation during this tenancy. I accept the testimony of the Tenant that in early 2021, they found bedbugs in their rental unit and that they did report the problem to the Landlord. I also accept the Tenant's testimony, support by the Landlord's documentary evidence, that the Landlord had the Tenant's rental unit treated for bedbugs twice; on March 31, 2021, and on April 15, 2021. As well as having the rental unit inspection to ensure the treatment was successful on May 25, 2021, that this inspection found no further trace of bedbugs in the rental unit.

After reviewing the testimony of the Tenant and the documentary evidence submitted into these proceedings by these parties, I find that there is no evidence before me to show that the Landlord breached the *Act* in how they dealt with the reported bedbug infestation in the Tenant's rental unit or any of the other rental units contained on the rental property.

Overall, I find that the Tenant has not provided sufficient evidence that the Landlord breach the *Act* or the tenancy agreement during this tenancy. In the absence of sufficient or compelling evidence to prove that the Landlord breached the *Act* during this tenancy, I find that the Tenant has not met the onus to establish their claim and that I must dismiss their claim for the recovery of their costs associated with bedbugs in its entirety.

Additionally, as the Tenant has not proven the Landlord breach the *Act* during the tenancy, I must also dismiss the Tenant's request for an order for the Landlord to comply with the *Act*.

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 recover the \$100.00 filing fee paid for this application.

Conclusion

I dismiss the Tenant application in its entirety.

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: August 9, 2021

Residential Tenancy Branch