



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Prospero International Realty  
Inc and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      TT: MNDCT FFT

### Introduction

This hearing dealt with the tenants' application pursuant to the *Residential Tenancy Act* (the "Act") for:

- a monetary order for compensation for damage or loss under the *Act*, regulation or tenancy agreement pursuant to section 67;
- authorization to recover the filing fee for this application from the landlord pursuant to section 72.

Both parties attended the hearing and were given a full opportunity to be heard, to present sworn testimony, to make submissions and to call witnesses. The corporate landlord was represented by its agent (the "landlord").

The parties were made aware of Residential Tenancy Rule of Procedure 6.11 prohibiting recording dispute resolution hearings and the parties each testified that they were not making any recordings.

As both parties were present service was confirmed. The parties each testified that they received the respective materials and based on their testimonies I find each party duly served in accordance with sections 88 and 89 of the *Act*.

### Issue(s) to be Decided

Are the tenants entitled to a monetary award as claimed?

Are the tenants entitled to recover their filing fee from the landlord?

### Background and Evidence

While I have turned my mind to all the documentary evidence and the testimony of the parties, not all details of the respective submissions and arguments are reproduced here. The principal aspects of the claim and my findings around each are set out below.

The parties agree on the following facts. This fixed-term tenancy began in December 2020 and ended by a Mutual Agreement between the parties on June 14, 2021. The monthly rent was \$1,520.00 payable on the first of each month.

The parties agree that there was an outbreak of bed bugs in the rental unit in May 2021 which was reported by the tenants to the landlord. The parties agree that the landlord took action by arranging for a third-party pest control company to attend and treat the issue. The treatment required multiple visits and ongoing work.

The tenants take the position that the delay of four-days from the issue being reported to the pest control attending at the rental unit is unreasonable. The tenants submit that despite the treatment there were still bed bugs in the rental unit and they were forced to terminate the fixed-term tenancy before the date specified on the tenancy agreement.

The parties signed a Mutual Agreement to End Tenancy effective June 14, 2021. The landlord submitted into documentary evidence copies of correspondence between the parties where the tenants agree to forfeit the balance of the rent for June 2021 and the landlord waives their right to claim the lease break fee and other damages.

The tenants submit that they incurred costs for replacement of personal items and furniture that needed to be replaced due to the bed bugs, and gave testimony about the emotional distress they experienced. The tenants seek a monetary award in the amount of \$3,805.90 for the replacement of items and recovery of half a month's rent for June 2021.

The landlord submits that they took reasonable measures in response to the tenants' report of bed bugs and that any cost for replacement of personal possessions is not a result of any negligence or action on the part of the landlord.

### Analysis

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 that 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 claimant must prove the existence of the damage/loss, and that it stemmed directly from a violation of the agreement or a contravention of the *Act* on the part of the other party. Once that has been established, the claimant must then provide evidence that can verify the actual monetary amount of the loss or damage.

I find that the tenants have failed to establish any portion of their claim on a balance of probabilities. I find that the landlord acted in a reasonable and professional manner in response to the tenants' complaints and took action in a reasonable timeframe. I accept that the landlord contacted a licensed professional company that specializes in pest control services such as bed bugs and arranged for them to attend the rental unit within days. I accept the evidence that the treatment was reasonable and in accordance with industry standards. While I understand that the tenants felt uncomfortable in the rental unit even after the treatments I find the actions of the landlord were reasonable.

I find the tenants' expectation that the landlord take steps sooner, in hours rather than days, to be unreasonable. Bed bugs are a nuisance but this is not the equivalent of an open fire or flooding which requires immediate intervention. There is no evidence that bed bugs spread disease or are considered dangerous. I find the landlord's response was reasonable under the circumstances and there is no breach of the *Act*, regulations or tenancy agreement that would give rise to a monetary award.

I accept the evidence of the landlord that the parties discussed ending the tenancy and entered a Mutual Agreement. I find the correspondence between the parties submitted into evidence clearly shows the tenants agreeing to forfeit the balance of the rent for June 2021. Accordingly, I find the tenants are not entitled to this portion of their monetary claim.

As the tenants have failed to establish their claim I decline to issue an order for recovery of the filing fees.

Conclusion

The tenants' application is dismissed in its entirety 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: January 20, 2022

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Residential Tenancy Branch