



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Housing

A matter regarding ONNI GROUP  
and [tenant name suppressed to protect privacy]

## **DECISION**

### **Introduction**

This hearing dealt with the Tenant's Application for Dispute Resolution under the *Residential Tenancy Act* (the Act) for:

- a Monetary Order for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement under section 67 of the Act

Those listed on the cover page of this decision attended the hearing and were affirmed. Words utilizing the singular shall also include the plural and vice versa where the context requires.

### **Service of Notice of Dispute Resolution Proceeding (Proceeding Package) and Evidence**

No service issues were raised as both parties confirmed that they were served with documentary evidence and had the opportunity to review that evidence.

### **Preliminary Matters**

Both parties confirmed their respective email addresses during the hearing. As a result, this decision will be emailed to both parties.

As the filing fee was waived, it will not be mentioned further in this decision.

### **Issues to be Decided**

Is the Tenant entitled to a Monetary Order for compensation under the Act?

### **Facts and Analysis**

I have reviewed all evidence, including the testimony of the parties, but will refer only to what I find relevant for my decision.

Based on the documentary evidence and the testimony provided during the hearing, and on the balance of probabilities, I find the following.

The Tenants confirmed that they paid \$236.25 as a pest control chargeback after receiving a letter from the Landlord indicating that they could either pay that amount or be served with a One Month Notice to End Tenancy for Cause (One Month Notice). The Tenants write that they decided to pay that amount and are now seeking the return of that chargeback amount from the Landlord.

The Landlord Agent, DM (DM) testified that on March 9, 2023, the Tenant verbally refuse to pest control treatment for cockroaches and made no attempt to prepare for the schedule treatment. In addition, DM testified that on March 22, 2023, live cockroaches were found in the rental unit and treatment could not be completed due to the Tenant failing to properly prepare for the treatment and referred to their treatment instructions in evidence.

To be awarded compensation for a breach of the Act, the tenant must prove:

- the landlord has failed to comply with the Act, regulation or tenancy agreement
- loss or damage has resulted from this failure to comply
- the amount of or value of the damage or loss
- the tenant acted reasonably to minimize that damage or loss

As the Tenant confirmed they did not have any documentary or digital evidence such as photo evidence or video evidence to support that the Tenant did prepare for March 9, 2023, and March 22, 2023, the parties were advised that I find the Tenant has not met the burden of proof and that due to this being a Tenant application, the Tenant bears that burden.

Given the above, I find the Tenant's application fails as the Tenant's failed to provide sufficient evidence that the Landlord breached the Act, regulation or tenancy agreement and all other parts of the test for damage or loss described above.

## **Conclusion**

The Tenant has failed to meet the burden of proof.

The application is dismissed without leave to reapply due to insufficient evidence.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under section 9.1(1) of the Act.

Dated: March 21, 2024

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Residential Tenancy Branch