

DECISION

Dispute Codes: *MNDC, FF*

Introduction

This hearing dealt with an application by the tenant pursuant to the *Residential Tenancy Act* for a monetary order for compensation for loss under the *Act* and for the filing fee. Both parties attended the hearing and were given full opportunity to present evidence and make submissions.

Issues to be decided

Is the tenant entitled to compensation for the loss of all her personal effects due to a problem with bed bugs? Is the tenant entitled to the recovery of the filing fee?

Background and Evidence

The tenancy started in July 1991 and ended in October, 2009. Rent was \$464.50 per month payable on the first of each month. The rental unit is an apartment located on the second floor of a six storey building which houses a total of 124 units. The building is predominantly occupied by senior citizens.

The tenant was represented by her daughter HY and her son in law JY. HY stated that she visited her mother regularly to assist her with household chores which included making her bed. On October 05, 2009 she noticed the presence of bed bugs on the tenant's bed and reported it to the building office. The landlord stated that he took immediate action and contacted the pest control company that is contracted to look after the building. The pest control staff visited the unit on October 07 and conducted a treatment. They returned 3- 4 times that month to spray the unit.

The tenant moved into her daughter's home on October 05 which is the day the bed bug problem was identified. On November 01, 2009, the tenant gave the landlord notice to end the tenancy and had all her belongings removed by November 30, 2009.

The landlord stated that they have an ongoing contract with the Pest Control company and it is their policy to inform the Company immediately when a problem is identified. HY and JY both stated that the pest control staff advised them to dispose of all the tenant's belongings. The landlord stated that his office did not advise the tenant to discard all belongings but instead offered covers for the mattress.

The tenant stated that the landlord should have informed the residents that there were bed bug problems in the building and should have educated the residents on what to look for and what action to take when a problem is identified.

The only evidence filed by the tenant is a list of the items that she disposed of on the advice of the pest control staff and for fear of transporting the bed bugs to her next residence. This list contains various household items like furniture, area rugs, cleaning products, mattress, box spring, sheets etc. The tenant is claiming \$3389.82 for these items but has provided no additional evidence regarding the value or age of the items that she is claiming for.

Analysis

Based on the sworn testimony of both parties, I find that the landlord acted responsibly and responded to the tenant's complaint in a timely manner. I find that the landlord took reasonable steps, to rectify the problem and provide a solution. I also find that the tenant chose to move out the same day that the bed bug problem was identified and before the landlord was given the opportunity to rectify the problem.

The landlord also offered covers for the tenant's mattress which the tenant declined. The landlord stated that he did not advise the tenant to dispose of her belongings.

Based on the sworn testimony of both parties, I find that the tenant has not proven that the landlord failed to meet his obligations under the *Act* with regard to maintaining services and facilities that are essential to the tenant's use of the rental unit as living accommodation. Therefore I find that the landlord is not responsible for the cost of

replacing the items that the tenant is claiming for. Since the tenant has not proven her case, she is not entitled to the recovery of the filing fee.

Conclusion

The tenant's application is dismissed 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: July 19, 2010.

Dispute Resolution Officer