



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC

Introduction

This hearing dealt with the tenant's Application for Dispute Resolution seeking a monetary order.

The hearing was conducted via teleconference and was attended by the tenant and the landlord.

During the hearing the landlord stated he still had the tenant's bed, couch and lamp in storage in the basement and that it was not infested with bedbugs. The landlord ask the tenant what the tenant wanted the landlord to do with the items, the tenant insisted they were infested and he did not want them returned, he agreed to all the landlord to discard these items.

Issue(s) to be Decided

The issues to be decided are whether the tenant is entitled to a monetary order for compensation for damage or loss, pursuant to Sections 67, and 72 of the *Residential Tenancy Act (Act)*.

Background and Evidence

The parties agree the tenant moved into the building in June of 2009 and moved into a different unit in February 2011 as a month to month tenancy for a monthly rent of \$410.00 due on the 1st day of each month with a security deposit of \$190.00 paid.

The tenant testified that he had complained about bedbugs from the start of the tenancy in his original unit as well as in his new unit. The tenant testified that the landlord would only call in pest control when it was feasible to do so, such as when they had multiple complaints.

The tenant testified that he could for sure remember at least 2 times that the landlord had his rooms sprayed but seems to recall as many as 5 or 6 times. The landlord testified that the tenant never complained about bedbugs until July 2011 after he had already been in the new unit.

The tenant has submitted a note from his doctor stating that the tenant has extremely extensive lesions on both arms as a result of bedbug bites. The tenant states that he is scarred permanently.

The tenant testified he failed to receive a letter from his grandmother that contained \$100.00 cash and that the landlord gave the letter to another tenant in this tenant's old room. The landlord testified that he has no records of such an occurrence and that if the letter had been insured as the tenant suggested it would have been signed for by his staff and there are no such records.

The tenant seeks compensation for this as well as for the treatment he received from the landlord and the staff, specifically how his girlfriend was treated and that he was called names from the staff. The tenant seeks the return of all his rent paid for the duration of the tenancy.

Analysis

To be successful in a claim for compensation for damage or loss the applicant, in this case the tenant, has the burden to provide sufficient evidence to establish the following four points:

1. That a damage or loss exists;
2. That the damage or loss results from a violation of the *Act*, regulation or tenancy agreement;
3. The value of the damage or loss; **and**
4. Steps taken, if any, to mitigate the damage or loss.

I find the tenant provided conflicting testimony, first stating that he believed the landlord sprayed his rooms on as many as 6 occasions and then later testified that the landlord did not respond when he did complain about bedbugs.

I also find that the tenant has failed to establish the landlord and/or staff treated the tenant in any way that would violate the *Act*, regulation or tenancy agreement. In addition, I find the tenant has failed to establish the landlord caused him to lose the \$100.00 from mail from his grandmother.

Section 32 of the *Act* requires a landlord to provide and maintain a rental unit in a state of repair that complies with the health, safety and housing standards required by law and having regard to the age, character, and location of the rental unit, makes it suitable for occupation by the tenant.

While I accept that the tenant has had a reaction to the bedbug bites he has received, I find the tenant has failed to establish that the landlord failed to take any actions to attempt to control the bedbug problem in the residential property and the specific rental unit. As a result, I find the tenant has failed to establish that he has suffered a loss or damage that results from a violation of the *Act*, regulation or tenancy agreement.

Conclusion

For the reasons note above, I dismiss the tenant's 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: January 16, 2012.

Residential Tenancy Branch