



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC, OLC, ERP, FF, O

Introduction

This hearing dealt with the tenant's 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;
- an order requiring the landlord to comply with the *Act*, regulation or tenancy agreement pursuant to section 62;
- an order to the landlord to make emergency repairs to the rental unit pursuant to section 33;
- authorization to recover his filing fee for this application from the landlord pursuant to section 72; and
- other unspecified remedies.

Both parties attended the hearing and were given a full opportunity to be heard, to present their sworn testimony, to make submissions and to cross-examine one another. The landlord confirmed that the tenant handed him a copy of the tenant's dispute resolution hearing package on May 28, 2013. I am satisfied that the tenant served this package and that the parties exchanged written evidence with one another in accordance with the *Act*.

At the commencement of the hearing, the parties agreed that on June 1, 2013, the tenant handed the landlord his written notice to end this tenancy by June 30, 2013. The tenant confirmed that he is preparing to vacate the rental unit by June 30, 2013. As this tenancy is ending shortly, the tenant withdrew his applications for the issuance of an order requiring the landlord to comply with the *Act* and to make emergency repairs to the rental unit. These two portions of the tenant's application are withdrawn.

With the agreement of the parties, I also corrected the spelling of the landlord's last name from the spelling cited in the tenant's application for dispute resolution to that which appears above.

Issues(s) to be Decided

Is the tenant entitled to a monetary award for losses and damages arising out of this tenancy? Is the tenant entitled to recover the filing fee for this application from the landlord?

Background and Evidence

This periodic tenancy began on October 4, 2012. Monthly rent is set at \$850.00, payable in advance on the first of each month. The landlord continues to hold the tenant's \$425.00 security deposit paid on or about October 2, 2012.

The tenant's application for a monetary award of \$3,995.00 included the following items:

Item	Amount
Tenant's Loss of 4 Days Wages @ \$220.00 per day	\$880.00
Replacement of Tenant's Mattress, Boxspring and Couches	1,200.00
Laundry Charges	240.00
Total of Above Items	\$2,320.00

At the hearing, the tenant testified that he has incurred considerable loss of quiet enjoyment of his rental unit as a result of an ongoing bedbug infestation that has eventually prompted him to end this tenancy. He said that he has lost full day's wages on at least four occasions when he has had to spend days preparing for the recurring pest treatments of his rental unit or returning his possessions to use after the pest treatments have been completed. He said that the bedbug problem in this building has led to many rounds of pesticide treatment for what he described as a Stage 4 infestation. He said that the landlord has been remiss in not ensuring that repeat treatments occur within two weeks of the original spraying. He maintained that the bedbugs move from one sprayed rental unit to others in this multi-unit rental building that have not been sprayed. He testified that the bedbugs return shortly after the pesticide treatments provided by the landlord.

The landlord did not deny the tenant's claim that there have been repeated pesticide treatments in this rental building. The landlord questioned the need for the tenant to take days off work as there is a resident building manager available to allow access to rental units throughout the building for pesticide treatments. The landlord also maintained that the pest control company did not say that the tenant's mattress, boxspring and couches all had to be replaced. The landlord also questioned the

tenant's claim for laundry charges, noting that laundry loads in this building are available in the coin-operated appliances for \$1.60 per load.

The tenant provided no receipts to document any of his losses. He testified that he has not yet replaced his mattress, boxspring or couches, but has provided photographs and estimates of the cost of replacement furniture. The tenant did provide statements from his employer to document his claim for lost wages.

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.

Section 28 of the *Act* also establishes a tenant's right to quiet enjoyment of the rental unit including the right to "reasonable privacy" and "freedom from unreasonable disturbance." Section 65 of the *Act* also allows me to issue a monetary award for a reduction in rent already paid if I am satisfied that there has been a loss in value of a tenancy as a result of the landlord's failure to comply with the *Act* or the tenancy agreement.

While the circumstances of this tenancy no doubt have caused difficulties for the tenant, I can only issue a monetary award if I am satisfied that the tenant has demonstrated that the landlord has been remiss in his duties as set out under the *Act* leading to losses or damages incurred by the tenant. Unfortunately, bedbugs have become a very formidable problem for landlords and tenants alike over recent years. In this case, I am not satisfied that the tenant has provided sufficient evidence to demonstrate that the landlord has been negligent or deficient in meeting the requirements of the *Act* in providing the tenant with safe and healthy rental accommodations. Both parties agreed that the landlord had undertaken an extensive pesticide treatment program. In fact, it would seem that the frequency of these treatments and the disruption caused by these repeated efforts to rid the rental unit of bedbugs forms much of the basis for the tenant's application. Although the tenant has maintained that the landlord should have initiated a more comprehensive pesticide treatment program earlier in this tenancy, I do not find that the tenant has demonstrated to the extent required that the landlord's efforts have been lacking. As was noted by both parties at this hearing, bedbugs move back and

forth between treated and untreated rental units and, in this case, appear to have been resilient in avoiding the extensive spraying that the landlord has undertaken.

In addition, I find that the tenant has not demonstrated actual losses that he has incurred. He has not replaced any of the furniture that he has included in his requested monetary award. He has not provided laundry receipts to demonstrate any losses he incurred for this item, nor has he demonstrated that the landlord is responsible for losses that he may have incurred. The tenant has submitted some evidence from his employer regarding work that the tenant may have received had he not chosen to remain at home to deal with the disruption to his rental unit caused by the pesticide treatments. However, I am not satisfied that the tenant is entitled to any reimbursement for lost wages by performing these tasks during his normal working hours rather than before or after work.

For the reasons outlined above, I dismiss the tenant's application without leave to reapply as I am not satisfied that he is entitled to any monetary award resulting from the landlord's actions or omissions. As the tenant has been unsuccessful in his application, I dismiss the tenant's application to recover his filing fee from the landlord.

Conclusion

The tenant's applications for the issuance of orders against the landlord and for emergency repairs are withdrawn. I dismiss the remainder of the tenant's application 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: June 20, 2013

Residential Tenancy Branch

