



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards
Ministry of Housing and Social Development

Decision

Dispute Codes: ERP RP O

Introduction

This hearing dealt with an application by the tenant for emergency repairs and repairs. In the hearing, the tenant confirmed that she has moved out of the rental unit, and on that basis I dismiss the portions of the tenant's application regarding emergency repairs and repair. In the tenant's application for dispute resolution she also applied for "Other," and in the hearing the tenant stated that she sought monetary compensation for a cockroach problem.

Issue(s) to be Decided

Is the tenant entitled to the monetary compensation claimed?

Background and Evidence

The undisputed facts are as follows. The tenancy began on or about July 21, 2008. On July 30, 2008 the tenant and her spouse both signed a "crime free" addendum to the tenancy agreement. The tenants paid prorated rent of \$240 for July and full rent of \$745 for August. The tenancy ended on August 31, 2008.

The tenant's evidence is as follows. The day after they moved in, the tenant informed the caretaker of a problem in their unit with cockroaches. The caretaker told the tenant that the unit had already been sprayed and it could not be sprayed again right away. The tenant did not move any of her furniture into the unit because she did not want the furniture to become infested with cockroaches. The tenant has a compromised immune

system and she was concerned about the possible negative effects of pesticide on her health. On July 31, 2008 the tenant gave the landlord one month's notice that she intended to vacate by August 31, 2008. The tenant seeks recovery of the \$985 she paid in rent for the duration of the tenancy.

The landlord's evidence is as follows. Within three days after the tenants moved in, the landlord became aware that the tenants are drug users, and the caretaker told the tenants that they would have to move out as they had violated their tenancy agreement. It was at that time that the tenant raised the issue of cockroaches. The caretaker explained that the unit had been fumigated on June 9, 2008, and it could not be fumigated again for three months. The landlord provided as evidence the invoice from the pest control company that carried out the fumigation. The evidence of the landlord is that once fumigation has been carried out it takes some time for the cockroaches to die, and this was likely what the tenant was witnessing. The landlord believes that the reason the tenant moved out is because her partner and co-tenant is currently in jail and the tenant could not afford to pay the full rent on her own.

Analysis

In considering all of the evidence and testimony, I find that the tenant did not provide sufficient evidence of the cockroach problem, and she is therefore not entitled to any monetary compensation.

Conclusion

The tenant's application is dismissed.

Dated September 15, 2008.