



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, MNDC, Ff

Introduction

This hearing was convened in response to applications filed by both the tenants and the landlords. The tenants are seeking:

1. A monetary Order in the sum of \$200.00.

The landlords are seeking

1. A monetary Order in the sum of \$1,450.00;
2. An Order to be allowed to retain the security deposit; and
3. Recovery of the filing fee paid for this application.

Both parties appeared at the hearing and gave evidence.

Issue(s) to be Decided

Is either party entitled to the Order sought?

Background and Evidence

The tenants submit that they moved into the rental unit on May 1, 2011. On May 3 a friend slept overnight using the hide-a-bed which was placed in the baby's room. In the morning the friend advised that she had ants all over her. The tenant says she reported the matter to the landlords expressing her concern about having her infant son sleep in the room with the ants and the landlords responded by that ants would not "...kill your baby...". The tenant says she asked the landlord what they intended to do about the ants and they landlord responded "ants are here eve year...what do I care...they are not upstairs. If you do not like it I can give you an eviction notice and you and your son and husband can live on the street". The tenant says we later discovered he same day she discovered that her food was infested with ants. The tenant purchased ant traps but this did not deal with the issue. The landlord supplied some powder that the tenant was told to apply but this did not work either. The tenant determined that this was not suitable

accommodation for them or their son. On June 1, 2011 the tenants gave notice that she intended to vacate on July 1, 2011. The tenant is seeking \$200.00 for the loss of the bedroom she could not use for her son over the course of the tenancy as a result of the ants.

The landlord claims \$1,450.00 because the landlord says the tenants left the suite in an unclean state and prospective tenants were not willing to rent it. The landlord says they lost \$950.00 rent for the month of July and spent \$125.92 for carpet cleaning. With respect to the ants the landlord says there are ants in the summer time in this area and there is not much that can be done about them. The male landlord says he supplied the tenants with powder to kill the ants and by this he believes he has met his obligations as a landlord. The female landlord says the ants were in the suite because the tenants were dirty.

Analysis

The landlord does not deny that there were ants in the rental unit. The male landlord says the ants arrive at this particular time of year. The female landlord says it is because the tenant was dirty. As the evidence of the landlords is contradictory I am not convinced that the ant infestation was due to the tenant's housekeeping. Further, the tenants had only been in residence 3 days when the infestation was noticed. Based on a balance of probabilities I find that the ants were in the suite prior to arrival of these tenants. While the landlord did supply some powder to address the issue, the powder did not work. This did not end the landlord's responsibility to ensure that the rental unit and property meet "health, safety and housing standards" established by law, and are reasonably suitable for occupation given the nature and location of the property. The landlord should have taken further steps to eliminate the problem. That he did not do so and that the tenant felt her young child could not sleep in the bedroom as a result of the infestation I find to be reasonable. The loss of the use of this room is a loss of that for which the tenant was paying rent and I will therefore allow her claim in the sum of \$200.00.

With respect to the landlord's claims, the tenant gave one months notice which is the requirement to end a month-to-month tenancy. I find that the landlord has failed to supply sufficient evidence to show that the rental unit was damaged or unclean such that it could not have been rented. I therefore dismiss the landlord's claim for rent recovery in the sum of \$950.00.

While a tenant would normally be required to shampoo a carpet at the end of a tenancy this tenancy only lasted for 2 months and I find the landlord has failed to supply

sufficient evidence to show that the carpets required cleaning after so short a tenancy. I therefore dismiss this claim as well.

As the landlord has supplied insufficient information or evidence to support his claim for the balance now remaining of the sum claimed, that portion of the claim is also dismissed.

Having been successful with the application I find that the tenants are entitled to recovery of the filing fee. Total award in favour of the tenants is therefore \$250.00.

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: September 14, 2011.

Residential Tenancy Branch