



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNDC, ERP, RR and FF

### Introduction

This application was brought by the tenant on October 27, 2011 seeking a monetary award for loss or damage under the legislation or rental agreement, reduced rent, and emergency repairs.

### Issue(s) to be Decided

This matter requires a decision on whether the tenant is entitled to monetary compensation for claimed damages, and order for emergency repairs and/or reduced rent.

### Background and Evidence

This tenancy began on August 1, 2011 under a fixed term rental agreement set to end on July 31, 2012. Rent is \$790 per month and the landlord holds a security deposit of \$395 paid on July 28, 2011.

During the hearing, the tenant gave evidence that, early in the tenancy, she had noticed ants in the rental unit, a problem she attempted to address with ant traps. When that attempt failed, the tenant sent the building manager a note asked the building manager to take care of the problem with the ants.

The building manager gave evidence that , on September 30, 2011, she had applied an off-the-shelf treatment, Wilson Home Pest Control, as per directions on the can. The treatment was applied while the tenant and her dog were out of the rental unit.

The tenant stated that when she came home, she found the floors had been soaked in areas with the insecticide, but the building manager said she had used the product as prescribed and there had only been a light dusting.

The landlord had written the tenant a letter dated September 30, 2011 advising where she had sprayed, advising that she had left a fan in the kitchen so the dog would not step in the infected areas and advising of the necessity of keep the floor free of anything that ants might regard as food. The landlord also left containers of two products behind, the one she applied and another Raid. She cautioned the tenant to use them sparingly and to protect the dog from the fumes. The landlord also arranged to have the carpets cleaned in mid-October.

The tenant stated that after the spraying, her seizures increased in number and severity, although she recalled a total of only three since the tenancy began. Counsel for the landlord noted that the tenant had reported in writing of having a seizure on September 12, 2011 and thought she made have had others by way of explanation as to why her dog had barked. Counsel for the landlord suggested that as the seizures had occurred before the ant treatment, it was unlikely to be the cause.

The tenant submitted a letter from an animal hospital dated October 14, 2011 noting that she had brought her dog there with complaints of vomiting, diarrhoea, lethargy, anorexia and laboured breathing. The clinic recommended IV fluids and blood work, but the tenant declined.

The tenant also submitted a letter from a physician dated October 15, 2011 that stated that the patient told him there is pesticide in her apartment and she needs a place to stay, and, "she says her seizures have increased." Another dated November 14, 2011 states that the tenant's "seizures have increased since the beginning of October and she needs a different place to stay."

The tenant stated, and the landlord submitted corroborating documentary evidence, that most of the repairs that she had requested had been completed and withdrew that portion of the her application.

### Analysis

I find no negligence on the part of the landlord.

I accept her evidence that the products she used were both approved for indoor use, that she was prudent in the application of them and made reasonable efforts to caution the tenant on their use, and that the treatment was done at the request of the tenant.

While there may be a correlation between the ant treatment and the ills suffered by the tenant and her dog, these were largely due to the specific vulnerability of the tenant, but they could not have reasonably foreseen by the landlord.

Therefore, I find that the tenant has not proven entitlement to a monetary award.

During the hearing, the landlord agreed to waive the obligations imposed by the fixed term agreement and to permit the tenant to end the tenancy as a month to month tenancy to assist the tenant in a speedier relocation if that remained necessary.

The landlord also agreed that, if the tenant were to obtain new housing for December 1, 2011, the landlord would waive the right to 30-day notice if it were to be given within a few days of the hearing. The tenant stated that the majority of repairs requested had been completed and withdrew that portion of her application.

### Conclusion

By consent, the landlord agrees that the tenant is not bound by the fixed term agreement and may end the tenancy as a month-to-month tenancy and, if notice is given for December 1, 2011, the landlord waives the right to one-month's notice. The tenant has withdrawn the claim for emergency repairs. The claims for further remedies are dismissed on the merits.

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: November 23, 2011.

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Residential Tenancy Branch