



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding NP
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes DRI, MNDC, OLC, ERP, RR

Introduction

This matter dealt with an application by the Tenant to dispute a rent increase, for compensation for loss or damage under the Act, regulations or tenancy agreement, for the Landlord to comply with the Act, regulations or tenancy agreement, for emergency repairs to the unit site or property and for a rent reduction.

The Tenant said she served the Landlord with the Application and Notice of Hearing (the “hearing package”) by personal delivery on April 11, 2014. Based on the evidence of the Tenant, I find that the Landlord was served with the Tenant’s hearing package as required by s. 89 of the Act and the hearing proceeded with all parties in attendance.

Issues(s) to be Decided

1. Is the Landlord’s rent increase valid?
2. Is there a loss or damage to the Tenant and if so how much?
3. Is the Tenant entitled to compensation for the loss or damage and if so how much?
4. Has the Landlord complied with the Act, regulations and tenancy agreement?
5. Are there emergency repairs to be completed?
6. Is the Tenant entitled to a rent reduction and if so how much?

Background and Evidence

This tenancy started prior to September 1, 2011, but the tenancy agreement started September 1, 2011 as a fixed term tenancy with an expiry date of August 31, 2012 and then the tenancy continued on a month to month basis. Rent is \$710.00 per month payable on the last day of the each month. A security deposit of \$350.00 was paid on August 8, 2011.

At the start of the hearing the Tenant said she had met with the Landlord and discussed the rent increase which the Landlord lowered by \$4.00 per month. The Landlord provided valid documentation for the rent increase in his evidence package. The Notice of rent increase was issued November 22, 2013 to take effect March 1, 2014.

The Tenant continued to say there was a cockroach infestation in some of the units in the rental complex and the cockroaches entered her rental unit. The Tenant said that she told the Landlord about the cockroaches and the Landlord did nothing to fix the problem. The Tenant continued to say the neighbouring rental unit to her unit was inhabited by a gentleman that was in the hospital and had passed away recently. The Tenant said she was requested to enter his rental unit and when she did it was a nightmare of a mess. The Tenant said there was rotting food and filthy conditions in the unit as well as an infestation of cockroaches. The Tenant said this could be the source of the insect problem and she told the Landlord but she could not remember when this happened. The Tenant continued to say that she has had a cockroach problem for over 3 years and the Landlord has hired pest control companies, but it has not solved the problem. The Tenant provided a Witness J.Y. to testify in support of her claims. Witness J.Y. said she has known the Tenant for 5 years and the Tenant keeps a very clean house. As well the Witness said she has seen cockroaches in the Tenant's rental unit over the last 3 years and she witnessed the Tenant phone and write a letter to the Landlord with regard to the cockroach problem. The Witness J.Y. said the Landlord has not done enough to fix the cockroach problem.

As a result of the cockroach issue the Tenant said she is requesting compensation of \$300.00 per month for 24 months in the amount of \$7,200.00. As well the Tenant is requesting \$78.75 for an inspection made by a pest control company for bed bugs. The Tenant said the inspection report said there were no bed bugs in her rental unit. In addition the Tenant is requesting compensation of \$20.00 for a Doctors letter stating that her anxiety symptoms have increased over the last few months. There is no cause stated in the Doctor's letter for the change in the Tenant's reported symptoms. The Tenant said she would also like to recover the mailing costs for this proceeding in the amount of \$24.52.

The Tenant was informed that mailing costs are ineligible claims for these proceedings.

With regard to the emergency repairs the Tenant indicated the Landlord should do more treatments to the rental complex to resolve the insect issues.

The Tenant also has applied for a rent reduction and for the Landlord to comply with the Act. The Tenant said she has checked these items off but the Tenant did not elaborated on them.

The Landlord said that the Tenant has reported cockroach issues and they responded with inspections and with treatments. The Landlord said the last inspection was completed 6 days ago in May, 2014 and the report said there was no evidence of cockroaches or bed bugs in the Tenants rental unit. The Landlord continued to say that

the Tenant complained about cockroaches on October 12, 2012 and they had a pest control company in for an inspection and treatment of the Tenant's unit on October 14, 2012. As well the Landlord said the Tenant told the building manager that she had cockroaches again in December, 2013 and the Landlord had a pest control company into the Tenant's unit on December 16, 2013 for an inspection and treatment. The Landlord continued to say the Tenant had a pest control company in for an inspection for bed bugs on February 7, 2014 and the company found no signs of bed bug activity. The Landlord also submitted a letter from the pest control company dated May 21, 2014 outlining the history of inspections and treatments which support the Landlord's testimony and the letter says there are no signs of cockroaches or bed bugs in the Tenant's rental unit as of the May, 2014 inspection. The Landlord said they have been responsible in responding to the insect issues in the rental complex.

The Tenant agreed the Landlord has had a pest control company come to her rental unit on the above mentioned occasions, but there is a reoccurring problem with both cockroaches and bed bugs in the rental complex.

The Landlord continued to say they are not responsible for the Tenant's expenses due to the bed bug inspection for \$78.75. The Landlord said the Tenant ordered the inspection and paid for it without their agreement and there were no bed bugs or bed bud activity found.

The Tenant said in closing that the Landlord has not been honest with the tenants in the rental complex and they have not resolved the cockroach and bed bug issues in the rental complex. As a result the Tenant is requesting \$7,323.75 in compensation for her inconvenience of dealing with cockroaches for the past 3 years.

The Landlord said in closing that they have responded in a timely manner to complaints about insects in the rental complex and specifically with the Tenant's complaints about cockroaches and bed bugs. The Landlord said the documented evidence they submitted supports their position. The Landlord continued to say in closing the Tenant has no bases for her claim as the Landlord did not create the cockroach or bed bug problem and the Landlord has acted and responsible manner to the Tenant's complaints.

Analysis

For a monetary claim for damage of loss to be successful an applicant must prove a loss actually exists, prove the loss happened solely because of the actions of the respondent in violation to the Act, the applicant must verify the loss with receipts and the applicant must show how they mitigated or minimized the loss.

Both parties agree a cockroach and bed bug infestation has occurred in some of the units at the Landlord's rental complex. The Landlord has provided receipts and letters to verify that the Landlord has acted responsibly when they received complaints. The Tenant said the Landlord has not been honest and there is a recurring cockroach and bed bug problem in the rental complex and in her rental unit. In order to be successful in a monetary claim for damage or loss the applicant must prove the respondent's actions were solely responsible in violation of the Act for the loss or damage claimed. In this situation when cockroaches or bed bugs enter a person's rental unit from another tenant's unit the Landlord cannot be held solely responsible as the Landlord did not create the cockroach or bed bug problem. The Landlord is obligated to act quickly and responsibly as soon as the Landlord knows an insect issue exists. Both the Tenant and the Landlord testified the Landlord has acted when the Landlord was told of the cockroach and bed bug problem therefore; the Landlord has met his obligation under the Act and regulations. Consequently I find the Tenant has not established grounds to prove the Landlord is responsible for her expenses, loss or damage which resulted from the cockroach issue in her rental unit. I dismiss the Tenant's application without leave to reapply.

Conclusion

The Tenant's application is dismissed 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 02, 2014

Residential Tenancy Branch