



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Midland Maintenance Services Inc.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNDC OLC ERP RP PSF LAT RR

Introduction

This hearing dealt with the tenant's application for monetary compensation as well as for orders for repairs and emergency repairs; an order that the landlord comply with the Act; an order that the landlord provide services or facilities required by law; an order for a reduction in rent; and an order authorizing the tenant to change the locks to the rental unit. The tenant and an agent for the landlord participated in the teleconference hearing.

At the outset of the hearing, the landlord confirmed that they had received the tenant's application and evidence. The tenant stated that she received the landlord's evidence late, on June 19, 2013, but the tenant did not request an adjournment and I admitted the landlord's evidence. Both parties were given full opportunity to give testimony and present their evidence. I have reviewed all testimony and other evidence. However, in this decision I only describe the evidence relevant to the issues and findings in this matter.

Preliminary Issues

The landlord's agent stated that although he had been named as the respondent in this matter, he was only an employee of the landlord. With the tenant's agreement, I amended the application to name the corporate landlord as the respondent.

Near the end of the hearing, the tenant asked to call a witness. The tenant confirmed that her witness had been present in the room with her for the entire hearing. I explained to the tenant that I would not be able to rely on her witness's evidence because it would not be independent evidence. I declined to hear from the tenant's witness.

Issue(s) to be Decided

Is the tenant entitled to monetary compensation or a rent reduction?
Should I make any other of the requested orders noted above?

Background and Evidence

The tenancy began on October 1, 2013, with monthly rent of \$540. The rental unit is a suite in a multi-unit building. Heat and utilities are included in the rent.

The tenant stated that she has been living with cockroaches since the beginning of her tenancy. In November 2013 the tenant had her unit sprayed at her own expense. The tenant stated that she told the landlord numerous times about the cockroaches, and all the landlord wanted to do was give the tenant a can of Raid. The tenant does not want her unit treated, she wants an order requiring the landlord to treat the rest of the building.

The tenant stated that there was a heat problem in her unit, and she had to get antibiotics for a lung infection in February 2014. The tenant stated that she called the landlord at least eight times in February, and on February 16, 2014 the tenant's son brought her a heater.

The landlord stated that there were no cockroaches in the unit at the outset of the tenancy, and he was not aware that the tenant had cockroaches until the tenant served him with her application. A witness for the landlord, another occupant in the building, stated that he moved in at the same time as the tenant, and he has never had any problems with bugs or mould. The witness stated that the tenant told him that she was going to "get the building condemned."

The landlord stated that when the tenant mentioned the lack of heat in her unit, he bought her an oil heater but the tenant refused it. The landlord stated that he offered to send somebody in to deal with the heat problem and the tenant said that her son fixed it.

Analysis

Upon consideration of the evidence and on the balance of probabilities, I find as follows.

The tenant has not provided sufficient evidence to support any portion of her application. When a tenant has problems with their rental unit, they must inform the landlord, preferably in writing, of the problem, and allow the landlord the opportunity to address the problem. The landlord has the responsibility and authority to determine the issue and how to resolve it. In this case, the tenant did not provide evidence of written requests for repairs or other evidence sufficient to establish that she did make the requests for the landlord to address the cockroach problem or the heat problem in her rental unit. In fact, the tenant's own evidence was that she had her unit treated herself, and her son brought her a heater. The tenant failed to provide evidence that other parts of the building need to be treated for cockroaches.

I note that if a tenant fails to allow the landlord to enter their unit for a reasonable purpose such as inspecting for insects or a heating problem, or if they decide to heat their unit by opening the oven door, they put their tenancy in jeopardy.

Conclusion

The tenant's application is dismissed.

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: July 3, 2014

Residential Tenancy Branch

