



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes

DRI, MNDC, RP, RR

Introduction

This hearing was convened in response to an application by the tenant for an order disputing a rent increase, a monetary order, an order compelling the landlord to perform repairs and an order permitting the tenant to reduce her rent until repairs are completed. Both parties participated in the conference call hearing.

The tenant had asked that her daughter and her neighbour be called as witnesses. I declined to hear from either of the witnesses. The daughter was present to give testimony regarding her hospitalization resulting from pesticides, but as the tenant did not have a claim before me related to health issues, I determined that the daughter's testimony was not relevant. The neighbour was prepared to give testimony regarding the presence of cockroaches and bedbugs in the building. As the landlord admitted the presence of pests in the building, I determined that the neighbour's testimony was not required to establish the fact of the pests.

At the hearing, the landlord agreed to perform all of the repairs requested by the tenant.

Issue to be Decided

Should the tenant's rent increases be declared invalid?

Should the tenant be permitted to reduce rent?

Is the tenant entitled to a monetary order?

Background and Evidence

The parties agreed that the tenancy began in October 2008 and that rent is currently set at \$692.00 per month.

The tenant testified that she has lived in the building for 6 years and has been subject to a number of rent increases, but no improvements have been done to the rental unit. She asked that the rent increases be invalid for this reason and because some of her neighbours had not received rent increases.

The tenant testified that she has had a problem in the rental unit with cockroaches since 2012 and that as a result of the infestation, she can only keep canned food in the unit as the roaches feast on other food. She acknowledged that some treatment had been done targeting the cockroaches but testified that they had never completely disappeared. The landlord replied that there has been ongoing treatment for cockroaches and that she is doing her best to keep the pests under control. The tenant seeks an award compensating her for food she purchased to replace that which was discarded as a result of having been infested with cockroaches.

The tenant testified that in May, she reported to the landlord that she had discovered bedbugs in the suite. The tenant claimed that the manager, S.J., had responded by telling her to use Raid. S.J. testified that she gave the tenant diatomaceous earth as it was an organic remedy. The landlord testified that they asked the tenant if they could spray the unit and she said she was spraying. The tenant denied having been offered treatment in May. The parties agreed that the unit was originally scheduled for treatment on July 18, but the tenant cancelled that appointment and it was rescheduled for July 21. The unit was then treated 4 times in August and every 10 days in September. The landlord testified that the building has undergone treatment for bedbugs since August 2013 and that as soon as they learn that bedbugs are present in a unit, they immediately begin treatment in order to stop the infestation from spreading.

The tenant testified that when she realized she had a bedbug infestation, she inspected her furniture and saw signs of bedbug activity, so she discarded her furniture. The tenant seeks an award compensating her for the furniture she discarded.

Analysis

First addressing the claim for a declaration that rent increases are invalid, at the hearing I explained to the tenant that under the Act, the landlord is entitled to implement a yearly rent increase regardless of whether improvements have been performed. Also, the landlord is not obligated to raise the rent equally amongst all tenants. I therefore dismiss the tenant's claim for a declaration that increases are invalid and her monetary claim for recovery of rent increases.

At the hearing, the landlord agreed to the following:

- The landlord will replace the flooring in the kitchen and the bathroom. The parties will work cooperatively to arrange a mutually convenient time and the tenant will permit access to allow work to be completed.
- The landlord will inspect the entrance door to determine whether the door needs to be replaced or simply needs to be repainted. Upon determining the appropriate remedy for the chipping door, the landlord will either paint or replace the door.
- The landlord will continue to treat the unit for cockroaches and bedbugs and will inquire with the professional pest control company as to whether it is possible to increase the frequency of treatments.

- The landlord will repair the balcony. This repair will take place after the interior repairs are complete and as it is a lower priority, will likely not occur for many months.

To give the parties some certainty, I find it appropriate to implement deadlines by which the above mentioned repairs (excluding pest control) must be completed. I direct the landlord to replace the flooring and repair the door no later than January 31, 2015. I order the landlord to repair the balcony by June 30, 2015.

The tenant claimed that roaches infested her cupboards and prevented her from purchasing food which was not canned. Her receipts are incompletely copied, one showing just a total expenditure and little detail of what was purchased. Other receipts are for restaurant meals and for food which requires refrigeration. I accept that 2 years is a long time to deal with an infestation, but I find that because the landlord is not the tenant's insurer and because the landlord has actively treated the cockroach issues, I am unable to find that the landlord has been negligent. I find that the tenant should have relied on her own insurer for compensation and in any event cannot claim for food eaten in restaurants or which is refrigerated and thereby inaccessible to cockroaches. The claim for recovery of food is dismissed.

The tenant has not proven that her furniture had to be discarded. She provided no evidence showing that she obtained a professional opinion as to whether her furniture could be treated and saved and I find that in the absence of such proof, her claim must be dismissed. Further, the landlord is not the tenant's insurer and the tenant should look to her own insurer for compensation.

Conclusion

The landlord is ordered to perform certain repairs. The claim disputing a rent increase is dismissed. The monetary claim 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: October 03, 2014

Residential Tenancy Branch

