



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding BON ERRA HOLDINGS LTD  
and [tenant name suppressed to protect privacy]

## **DECISION**

### Dispute Codes

OLC, MNDC, RP, RR, FF

### Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* (the *Act*) for:

- an order requiring the landlord to comply with the *Act*, regulation or tenancy agreement pursuant to section 62;
- a monetary order for compensation for damage or loss under the *Act*, regulation or tenancy agreement pursuant to section 67;
- an order to the landlord to make repairs to the rental unit pursuant to section 33;
- an order to allow the tenant to reduce rent for repairs, services or facilities agreed upon but not provided, pursuant to section 65; and
- authorization to recover the filing fee for this application from the landlord pursuant to section 72.

Both parties attended the hearing and were given a full opportunity to be heard, to present their sworn testimony, to make submissions and to call witnesses.

The tenant testified that she provided the landlords with a copy of her application for dispute resolution and the Notice of Hearing by putting it in the landlords' mailbox on November 7, 2014. While this service does not fall strictly in accordance with the service requirements under the *Act*, the landlord's agent confirmed receipt of the notice and package. The landlord's agent was present at the hearing and indicated he was prepared to proceed. Based on the evidence provided, I find that the tenant's dispute resolution hearing package was served to the landlords on November 7, 2014.

### Issues to be Decided

Is the tenant entitled to an order that the landlord comply with the *Act*? Is the tenant entitled to a monetary award for damage or loss arising out of this tenancy? Is the tenant entitled to an order that the landlord make repairs to the rental unit?

Is the tenant entitled to a reduction in rent for a reduction in the value of the tenancy agreement? Is the tenant entitled to recover the filing fee for this application from the landlord?

### Background and Evidence

This month to month tenancy commenced on January 1, 2013. The rental amount is set at \$865.00, payable on the first of each month. The landlords continue to hold the tenant's \$425.00 security deposit paid on December 17, 2012. The landlord's agent testified that the tenant has not paid rent for November 2014. The tenant confirmed, in her testimony, that she has not paid rent for November 2014.

The tenant testified that she has not paid rent and she has filed her application for dispute resolution because the enjoyment of her residence has been affected by the lack of repairs, services and upkeep of the residential property. She testified that the current property manager has been in his role for approximately three months and that, during that time, there has been less upkeep of the building. She lists current residential issues including;

- Presence of pest control devices ("rat traps") on the residential premises that are dangerous to children;
- A bug infestation (cockroaches and sometimes bedbugs) on the residential property;
- Only one cleaning person for the entire complex;
- No one on site 'after hours' at the property and limited availability of the property manager after hours;
- A groundskeeper who throws personal items away;
- A recent policy that tenants can no longer pay their rent in cash.

The tenant's witness is a previous employee of the property management company for this building. She testified that there is a pest control issue and that the treatments for pests used to be more frequent. She also testified that there is now one cleaning person when there used to be two. As well, she testified that there have been pest control issues in the building complex for at least five years. She testified that she believes the pest issues are a result of suites that neighbour the tenant's rental unit.

The landlord testified that pest control is an ongoing problem in the building that he is working to address. He confirms the witness testimony that the pest problem has existed in the building for many years. The landlord testified that he has hired a pest control company. The pest control devices on the property are intended to help address this issue. The landlord testified that the pest control company has identified 20 problematic units that are being treated monthly. The landlord testified that he aims, as the new property manager, for a pest free building in approximately three months.

The landlord testified that he has had staffing changes and confirms that there is only one cleaning person at this time. He testified that he is currently in the process of hiring a second cleaner and expects to have someone in place within ten days of this hearing. He further testified that the cleaning person is keeping the building clean.

The landlord testified that he was aware of no issues and had received no complaints with respect to the groundskeeper on this building site.

The landlord testified that a security guard is on site from 6:00 p.m. to 6:00 a.m. at minimum. That security guard is also on call twenty four hours per day, seven days a week. The landlord stated that he is also on call twenty four hours per day, seven days a week. The tenant confirmed both of these facts but complained that the landlord was not always available to her after hours.

The landlord testified that all tenants were provided with one month notice to inform them they would no longer be able to pay their rent in cash. That notice was provided in a letter handed out when the previous month's rent was collected. The landlord indicated this was a business decision in consultation with local police and is a company policy that applies to all tenants.

The tenant did not dispute most of the landlord's testimony. She testified that she did not, however, receive the notice of the change to the rent payment policy in advance.

### Analysis

The tenant has raised several matters of concern with respect to the residential property where she has been paying rent and residing since January 2013. She expresses concerns for the safety of residents, as well as concerns with respect to her tenant rights and the landlord's obligations under the *Act*. The landlord testified that he is addressing the matters that the tenant has raised. The tenant did not dispute the landlord's testimony in this regard. The tenant did not provide evidence that the issues she raised have affected her ability to enjoy her rental unit and property. Nor did she present any evidence that these matters have resulted in a monetary loss for her. These issues or concerns are those that arise within the context of multi-unit residential living.

The Residential Tenancy Property Guidelines help inform this decision. Guideline # 1 outlines tenant and landlord responsibilities for the residential property and rental unit:

*The Landlord is responsible for ensuring that rental units 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 tenant must maintain "reasonable health, cleanliness and sanitary standards" throughout the rental unit ..., and property ....*

Subsection 32(1) of the *Act* requires a landlord to maintain residential property in a state of decoration and repair that complies with the health, safety and housing standards required by law, and having regard to the age, character and location of the rental unit, makes it suitable for occupation by the tenant. All parties testified that this is an older building with ongoing pest problems and that the current landlord has only recently begun his work on the premises. His undisputed testimony is that he is taking steps to ensure the building is in compliance with health and housing standards with respect to pest control. Some of the tenant's concerns fall

outside the scope of the landlord's obligations. However, the landlord testified that he is actively working to improve the conditions at the building. I find that the landlord is in compliance with the *Act*, regulations and tenancy agreement pursuant to section 62. No order under this section or under section 33 for repairs to the residential premises is required.

Paragraph 65(1)(f) of the *Act* allows me to issue an order to reduce past or future rent by an amount equivalent to a reduction in the value of a tenancy agreement. Policy Guideline #6 provides me with guidance in determining the amount of the reduction in value. The Policy establishes that I should take into consideration the seriousness of the situation and the length of time over which the situation has persisted. I find that this situation and the circumstances outlined by all parties testifying, do not meet the level of seriousness that justifies a reduction in rent. The tenant has not provided any testimony or other evidence that shows she has had expenditures with respect to repairs or that there are particular services or facilities within the scope of her tenancy agreement that have not been provided. I do not find that the tenant has provided sufficient evidence that the value of her tenancy has been reduced by the issues she has raised. Furthermore, I do not find that the tenant has provided evidence of damage or loss from this tenancy that would require monetary compensation. I find that the issues the tenant raises are issues that are not unusual to a multi-building residential building. I decline to provide any order pursuant to section 65 or 67 of the *Act* with respect to this matter.

The tenant did not identify particular damages or losses that she has suffered nor has she sufficiently proven that the landlord has been negligent or neglectful of the premises. Given that the tenant has been unsuccessful in her application, I do not find that she is entitled to recover the filing fee for this application from the landlord.

### Conclusion

I dismiss the tenant's application in its entirety 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: December 11, 2014

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Residential Tenancy Branch

