



# Dispute Resolution Services

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNC, OPC, MND, MNDC, FF

### Introduction

This hearing dealt with an application by the tenant for an order setting aside a notice to end this tenancy and a cross-application by the landlord for an order of possession and a monetary order. Both parties participated in the conference call hearing.

At the hearing, the parties agreed that the landlord was entitled to an order of possession effective January 31, 2015. The hearing proceeded to address the landlord's monetary claim.

### Issue to be Decided

Is the landlord entitled to a monetary order as claimed?

### Background and Evidence

The landlord seeks to recover \$929.25 as the cost of hiring an exterminator to address a cockroach infestation in the residential property. The rental unit is located on the upper floor of a home in which the lower floor contains 2 tenanted units, one of which is the rental unit.

The landlord testified that at the beginning of December 2014, he discovered cockroaches in his home which is on the upper floor of the home. On December 10 he spoke with the tenants and asked to inspect their units. The occupant of the other suite permitted the landlord to inspect his unit but the tenant declined. On December 12 the tenant invited the landlord to inspect his suite. When the landlord inspected he noticed disorganized stacks of belongings and noticed an order but no cockroaches.

The landlord testified that on December 18, he received a call from the occupant of the other unit advising that he had found cockroaches. The landlord then inspected the tenant's unit a second time on and discovered cockroaches in a cabinet and on the

countertop behind items that were piled there. The landlord reported that the tenant told him this was the first time he had noticed cockroaches. The landlord and tenant spent time using an off the shelf insecticide and on December 19 the landlord returned to apply more insecticide. On December 27 the landlord again saw cockroaches and on December 29 he told the tenant that he had hired professionals to combat the problem. A pest management company attended the residential property on December 29 and treated all 3 living quarters in the house. Their service report was submitted into evidence and on the report it states as follows:

The entire house has been inspected and severe cockroach infestation found in 2 bedroom basement unit (BASEMENT 2). Another basement unit was slightly infested as well as main floor (upper level house), which indicates that roaches started spreading throughout the house from unit BASEMENT 2. *Reproduced as written.*

The landlord alleged that the tenants brought the cockroaches into the home and further alleged that the tenants' house was stacked so full of boxes and other items and was so disorganized that it invited an infestation.

The tenants denied having caused the infestation and asserted that they were unaware of cockroaches until the landlord discovered them in the unit on December 18. They argued that they have never had cockroaches before and that while they had recently brought boxes into the unit, those boxes were clean.

### Analysis

The landlord bears the burden of proving his claim on the balance of probabilities which means that he must prove that it is more likely than not that the tenants caused the losses he seeks to recover. I find that the landlord has proved his claim. The tenancy began in June 2014 and no one reported any sign of cockroaches until December of that year, which suggests that the cockroaches infested the building during the tenancy. The service report from the pest control company, which I accept to be a statement from an expert, states that the roaches started spreading throughout the house from the rental unit. I find that this evidence is persuasive that the cockroach infestation began in the rental unit. I find that it is more likely than not that the tenants brought the insects into the rental unit when they brought boxes into the unit and I find that the tenants should bear the cost of exterminating the cockroaches. I award the landlord \$929.25.

As the landlord has been successful in his claim, I find he should recover the \$50.00 filing fee to bring the claim and I award him that sum for a total award of \$979.25. I grant the landlord a monetary order under section 67 for \$979.25. This order may be

filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

In support of the agreement of the parties, I grant the landlord an order of possession which may be filed in the Supreme Court for enforcement if required.

Conclusion

The landlord is granted a monetary order for \$979.25 and an order of possession. As the tenants agreed to vacate the rental unit, I consider their claim to have been withdrawn.

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: January 29, 2015

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Residential Tenancy Branch

