



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding MacDonald Commercial Realty  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MNDC

### Introduction

This is an application for a monetary order for \$10,400.00.

A substantial amount of documentary evidence, photo evidence, and written arguments has been submitted by the parties prior to the hearing. I have thoroughly reviewed all submissions.

I also gave the parties the opportunity to give their evidence orally and the parties were given the opportunity to ask questions of the other parties.

### Issue(s) to be Decided

As the applicant established a monetary claim against the respondent, and if so in what amount.

### Background and Evidence

This tenancy began on December 1, 2012.

The applicant testified that:

- They have been living in a Rat infested home for the last two years, however they only recently uncovered the full scope of the infestation.
- Despite several phone calls and numerous e-mails to the landlord the rat infestation problem has not been rectified.
- Over the past 18 months, they have had to endure ongoing foul smells emanating from the attic area of the rental unit and family members have suffered from health issues including breathing problems, bug bites, coughing, runny eyes and noses.

- They've also had to endure many sleepless nights listening to the skittering and chewing sounds coming from the attic.
- A recent inspection has found that all the insulation in the attic is contaminated with rat droppings and urine and will have to be replaced, and did the insulation that is there has been disturbed so much that it provides little if any insulation.
- This is been a very stressful situation living under these conditions and they have determined that they have to vacate this rental unit due to the ongoing health issues, however the landlords have been insisting they give two month's notice before they vacate.
- They attempted to negotiate with the landlord's for reasonable compensation for the loss of use and enjoyment of the rental unit, however the they were unable to reach any kind of agreement with the landlord's.
- They have decided to vacate the rental unit at the end of this month however they believe the landlord should be paying them the following compensation:

18 months loss of use and enjoyment at \$300.00 per month	\$5400.00
Estimated increase in heating bills due to lack of insulation \$50.00 per month	\$900.00
Estimated moving expenses	\$500.00
Stress	\$2000.00
First month rent at their new place	\$1600.00
Total	\$10400.00

The respondent testified that:

- They have only been contacted by the tenants about a problem with rodents on three occasions and each time they have promptly arranged for pest control to deal with the issue.
- The first time they were contacted was December of 2012.
- The second time they were contacted was November of 2013.
- And the most recent time they were contacted was January of 2015.
- She denies receiving numerous phone calls from the tenants about the rat issue and in fact had no complaints about rats between December 2012 in November 2013, or between November 2013 in January 2015.
- Further, the tenants never complained about foul odors until just recently.\
- She fails to see how she could have done anything further if the tenant failed to inform her of any suspected ongoing problem.
- She does admit that after the most recent complaint about a rodent infestation investigation has shown that the insulation in the attic now needs to be replaced as it is infested with rat feces and urine.

- Further, the tenant has informed the pest control people that he does not want them in the property again until the insulation has been replaced and therefore they have been able to take no further action to eliminate the rodent infestation.
- They therefore do not believe that they should be required to compensate the tenants in any way.

### Analysis

It is my decision that I will not allow the majority of the tenants claim as the tenants have not met the burden of proving that the landlord was made aware of an ongoing problem over an 18 month time frame.

The evidence does show that the landlord was contacted on three different occasions and that the landlord acted on each occasion by arranging to have pest control deal with the rodent issue.

There are large periods of time between each of the three occasions where there is no evidence to show that the tenant filed any complaints with the landlord about rodent infestations or foul odors.

Further, although it's recently been found that the insulation in the attic is been significantly disturbed by the rat infestation there is insufficient evidence to show that the condition has been ongoing for the past 18 months or that there's been a significant loss of heat over the term of the tenancy.

Therefore I will not be allowing the claim for loss of use and enjoyment, I will not be allowing the claim for increase in electrical bills and I will not be allowing the claim for stress.

That being said, I accept that the rental unit is now in need of significant mitigation including rodent control and the removal and replacement of all insulation in the attic.

It is also my finding that is not reasonable to expect the tenants to continue living in this rental unit while the significant work is being done, especially since there's a possibility of health hazards from a contaminated insulation.

It's therefore my decision that I will allow the tenants claim for moving costs, and for reimbursement of \$1600.00 of the last month's rent as this rental unit was not in a reasonably livable.

Therefore the total amount of the claim I have allowed is as follows:

rent reimbursement	\$1600.00
Moving expenses	\$500.00
½ Filing fee	\$50.00
Total	\$2150.00

### Conclusion

I have issued an Order for the Respondent to pay \$2150.00 to the applicant. The remainder of the claim is dismissed without leave to re-apply.

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: March 25, 2015

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Residential Tenancy Branch

