



Dispute Resolution Services

Page: 1

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, MNSD, MNR, FF

Introduction

This decision deals with two applications for dispute resolution, one brought by the tenant, and one brought by the landlord(s). Both files were heard together.

The tenant's application is a request for a monetary order for \$2435.53 and a request for recovery of her \$312.50 security deposit.

The landlord's application is a request for a monetary order for \$625.00 and a request for recovery of the \$50.00 filing fee. The landlord is also requesting an order allowing him to retain the full security deposit of \$312.50 towards this claim.

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 relevant submissions.

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

All parties were affirmed.

Issue(s) to be Decided

The issues are whether or not the landlord or the tenant have established monetary claim against the other, and if so in what amount.

Background and Evidence

This tenancy began on January 1, 2015 with a monthly rent of \$625.00.

Prior to moving and the tenant had paid a security deposit of \$312.50, on December 20, 2014.

On May 28, 2015 the tenant gave the landlord notice that she would be vacating the rental unit on April 30, 2015.

The tenant testified that the first week that she moved into the rental unit she noticed cockroaches, and therefore she went to the building manager who treated the unit with Raid on January 8, 2015.

The tenant further testified that at first the cockroach problem seem to been resolved, however problems recurred in February and therefore she contacted the building manager again in attempt to get the issue resolved.

The tenant further testified that the building manager sprayed for bugs again on February 22, 2015 and then again on March 11, 2015.

The tenant further testified that she received a notice from the pest-control company on March 30, 2015 with information on how to prepare for the cockroach treatment.

The tenant further testified that on March 31, 2015 the pest control company came in and did a treatment of the apartment and inform her they would be back on April 9, 2015. The pest-control company did return on April 9, 2015 and at that time when I showed the pest-control company a dead bug they stated that he believed it was a baby cockroach and that they would be back on May 4, 2015.

The tenant further stated that on April 10, 2015 she discovered a large bed bug infestation on the foot of her bed. She further stated that since she was getting numerous bites she was now no longer able to sleep in her bed due to the infestation.

The tenant further stated that she made numerous calls to the building manager who eventually contacted the owner who came on April 15, 2015 then informed her he would be contacting the pest-control company to ensure the whole building was sprayed for bedbugs. At that time she was still being bitten by bedbugs and was unable to sleep in her bed.

The tenant further testified that since the landlords did not appear to be dealing with the issue by April 21, 2015 she verbally informed him she would be vacating and she

followed that up with a letter, on April 28, 2015 stating she was moving on April 30, 2015.

The tenant therefore believes that as a result of the landlords negligence in not dealing with the pest issue promptly, she was forced to vacate the rental unit, and she lost numerous belongings that had to be thrown out due to the bed bug infestation.

The tenant further testified that in mid-March the heating system in the rental unit failed and as a result she had to heat the unit with an electric heater and she therefore believes the landlord should be compensating her for electricity used.

The tenant is therefore requesting compensation totaling \$2435.53 as follows:

Laundromat costs	\$70.00
Tech tape, plastic wrap, and bug spray	\$23.37
Garbage bags and bug spray	\$26.83
Replace lift chair, cost in 2006	\$1240.00
Replace the double bed	\$508.09
Replace TV/DVD	\$268.00
Miscellaneous items	\$143.75
BC Hydro	\$80.00
Bug spray	\$35.49
Travel costs to doctors and medical appointments	\$40.00
Total	\$2435.53

The tenants witness testified that she had been in the tenant's previous home and there was no evidence of any bugs in any of the tenant's belongings prior to moving to the new residence.

The tenants witness further testified that in January she was shown cockroaches in the tenants unit.

The tenants witness further testified that she saw numerous bite marks on the tenants face and arms and that the tenant was displaying signs of stress.

The tenants witness also testified that she personally saw both bed bugs and cockroaches in the tenant's rental unit.

The landlord testified that when the tenant first moved into the rental unit she made no complaint of any cockroaches or insects.

The landlord further testified that the first complaint came in about two months after she moved in when the tenant complained of cockroaches, and at that time the building manager sprayed and treated the unit for the cockroach problem, and the tenant informed him that after the spraying it was good and the spraying had worked.

The landlord further stated that when the tenant again complained of the cockroach problem, they brought in a professional pest-control company to deal with the issue. The pest-control company dealt with the cockroach issue and they were not informed of any issue with bedbugs until just shortly before the tenant vacated.

The landlord further testified that the pest-control company had been informed about the possible bed bug infestation and the tenant had been informed that that the pest-control company would be coming on May 4, 2015 treat the unit for bedbugs.

The landlord therefore believes that he took reasonable steps to deal with the problems as they were reported and in a timely manner, even hiring a professional pest-control company to eliminate the problem. He further does not believe that the tenant gave a reasonable amount of time to have the problem resolved and therefore the tenant should be held liable for lost rental revenue for the month of May 2015.

The landlords witness testified that the first complaint about cockroaches came in, approximately 1 month after the tenant moved into the rental unit and at that time he treated the unit with raid and boric acid. He further stated that, at the time there was no mention made of any bedbugs.

Landlords witness further testified that after he treated the unit the tenant informed him that the treatment had worked and that she was no longer having a problem with cockroaches.

The landlords witness further testified that the tenant made no complaints about bedbugs until the last week of April 2015, just before she vacated.

Analysis

First of all, it is my finding that the tenant has wrongly named D.H. as a respondent on her application for dispute resolution, and therefore his name has been removed from the order issued.

It is my finding however that the tenant has shown that she suffered from a significant insect infestation in the rental unit that was not dealt with in a reasonable timeframe by the landlords.

I accept the tenants testimony that she made numerous complaints to the landlord about the infestation, and that although the landlord did do some spraying in the rental unit, I also accept that it was ineffective and did not eliminate the problem.

It's also my finding that the landlord should have involved pest-control professionals to deal with this issue much sooner than they did rather than having the building manager attempt to resolve the issue with some cans of spray.

I also find that by the time the landlords did involve pest-control professionals the situation in the rental unit was out of hand making the unit unlivable and therefore it's my decision that it was reasonable for the tenant to vacate the rental unit on short notice.

I do not accept the landlord's assertion that they dealt with the matter in a timely manner, especially since the landlord and the landlords witness testimony conflicted, the landlord saying they did not get a complaint until two months after the tenancy began, and the landlords witness saying they did not get a complaint until one month after the tenancy began. I therefore find it more likely that the tenant's testimony with regards to the timing of the events is more accurate.

I also do not accept the landlord's assertion that the tenant should have waited until May 4, 2015 for the pest-control professionals to deal with the issue, as she had already been suffering with the problems caused by the pests for too long.

It is therefore my decision that I will not allow the landlords claim for lost rental revenue for the month of May 2015 as this loss was a result of the landlord's breach of the requirement to maintain the rental unit in a reasonable condition.

It's also my decision that I will allow a portion of the tenants claim for compensation, however I will not allow the full amount claimed as the tenant has not provided sufficient information to justify the amounts claim.

The portions of the claim I have allowed are as follows:

- I will allow \$10 for laundry costs. The tenant was claiming \$70.00, however the only receipt supplied is for \$10.00.
- I will allow \$620.00 for the lift chair, because this is an older chair and therefore depreciation must be taken into account.
- I will allow \$250.00 for replacement of the bed, as there is testimony that this was a new bed however in the absence of any receipt I am only willing to allow 50% of the amount claimed.
- I will also allow \$13.43 for the cost of some bug spray, as this is the only receipt that the tenant has provided that shows what the item purchased was.
- I will also allow a small amount for the replacement of the older TV/DVD, however since it was a very old model I will only allow \$25.00.
- I will not allow anything for Hydro costs, as the tenant has provided no breakdown to show what if any increase in Hydro costs occurred.
- I will not allow the claim for travel costs as the applicant has provided no breakdown of her travel costs or even the number of trips needed for medical appointments.
- I will not allow the tenants claim for miscellaneous, nor will I allow either of the invoices she's billed from the hardware store, as they are nonspecific and do not state what items were purchased, even though the tenant claims that they were items purchased to deal with the insect problem.

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

laundry costs	\$10.00
Lift chair	\$620.00
Bed	\$250.00
Bug spray	\$13.43
TV/DVD	\$25.00
Total	\$918.43

Further since I have denied the landlords claim, I also order the landlord to return the tenants security deposit of \$312.50.

Conclusion

The landlord's application is dismissed in full without leave to reapply.

I have allowed \$1230.93 of the tenants claim, and have issued an order for the landlord to pay that amount to the tenant. The remainder of the tenants claim is dismissed 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: October 05, 2015

Residential Tenancy Branch

