



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

### **Dispute Codes**

RP, RR

### **Introduction**

This hearing dealt with an Application for Dispute Resolution by the tenant to have the landlord make repairs to the rental unit and for a rent reduction for repairs or services or facilities agreed upon but not provided.

Both parties appeared, gave affirmed testimony, and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross-examine the other party, and make submissions at the hearing.

The parties confirmed receipt of all evidence submissions and there were no disputes in relation to review of the evidence submissions

I have reviewed all evidence and testimony before me that met the requirements of the rules of procedure. I refer only to the relevant facts and issues in this decision.

### **Preliminary matter**

At the outset of the hearing the tenant indicated they vacated the rental unit on February 22, 2018, and the only issue to be determined is whether they are entitled to a rent reduction for the time they claimed in their application.

### **Issues to be Decided**

Is the tenant entitled to a rent reduction for repairs or services not provided?

### **Background and Evidence**

The tenancy began on October 1, 2017. Rent in the amount of \$650.00 was payable on the first of each month. The tenant paid a security deposit of \$325.00. The tenancy ended on February 22, 2018. The parties agreed the landlord has returned the tenant's security deposit.

The tenant testified that on December 28, 2017, they reported to the landlord that they found cockroaches in the rental unit. The tenant stated that it is not safe for them as they work in community living and cannot be putting their healthy at risk. The tenant stated that they were unable to reside in the rental unit due to health and safety concerns from December 28, 2018 to January 23, 2018.

The landlord testified that they hired a pest control company and in total they found four cockroaches. Two were found in the tenant's rental unit and two were found in a unit next to the tenants. The landlord stated that the issue was resolved.

Analysis

Based on the above, the testimony and evidence, and on a balance of probabilities, I find as follows:

In a claim for damage or loss under the Act or tenancy agreement, the party claiming for the damage or loss has the burden of proof to establish their claim on the civil standard, that is, a balance of probabilities. In this case, the tenant has the burden of proof to prove their claim.

**Landlord and tenant obligations to repair and maintain**

- 32** (1) A landlord must provide and maintain residential property in a state of decoration and repair that
- (a) complies with the health, safety and housing standards required by law, and
  - (b) having regard to the age, character and location of the rental unit, makes it suitable for occupation by a tenant.

In this case, there were two cockroaches in the rental unit. I find the tenant's claim that this is health or safety risk unreasonable and more likely a personal disliking to the bug. Further, the landlord inspected and treated the premises, which was likely not required, as there was no infestation found. I find the tenant has failed to prove a violation of the Act by the landlord. Therefore, I dismiss the tenant's application without leave to reapply.

Conclusion

The tenant's application 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: April 03, 2018

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Residential Tenancy Branch