



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

**Dispute Codes:** MNDC, FF

### **Introduction**

This hearing dealt with an application by the tenant, pursuant to the *Residential Tenancy Act*, for a monetary order for compensation and the filing fee.

The tenant testified that the notice of hearing was served on the landlord on April 04, 2019, by registered mail. The tenant provided a tracking number. Despite having been served the notice of hearing, the landlord did not attend the hearing. The tenant attended the hearing and was given full opportunity to present evidence and make submissions.

### **Issues to be decided**

Is the tenant entitled to compensation and the filing fee?

### **Background and Evidence**

The tenancy started on June 01, 2018 for a fixed term of one year. The monthly rent was \$1,100.00 payable on the first of each month.

The tenant testified that on September 02, 2018, she provided the landlord with notice to end the tenancy effective January 31, 2019. The tenant agreed that the tenancy agreement contained a liquidated damages clause requiring the tenant to pay \$350.00 as liquidated damages in the event the tenant ended the tenancy prior to the end date of the fixed term.

On September 28, 2018, the tenant sent a complaint by email to the landlord regarding the presence of ants in the rental unit. The landlord replied the same day and requested the tenant to fill out a maintenance request form. The landlord also provided the tenant with contact information for emergencies.

The tenant testified that she filled out the maintenance request form on October 01, 2019 and followed up with emails on October 04 and 05. The landlord responded on October 05 and informed the tenant that a visit from the pest control would be scheduled.

The tenant testified that the pest control company visited on October 11, November 17 and December 12, 2018 to carry out treatments. The tenant stated that despite the multiple treatments the ant infestation continued, and she lost food worth approximately \$300.00 and even had to dispose of a computer.

The tenant is claiming \$350.00 towards the losses she suffered from having to dispose of items that were exposed to ants. The tenant filed photographs of ants in the rental unit.

A move out inspection was carried out by the landlord in the presence of the tenants and a report was created. The tenant filed a copy of the report. The report was very unclear. The tenant filed an additional copy of the report in which she had gone over the figures in the report, to obtain some clarity regarding the deductions made by the landlord. The tenant agreed that she had signed the report acknowledging the deductions to the deposit made by the landlord even though she was not in agreement with them.

The deductions included liquidated damages in the amount of \$350.00 and \$165.00 for carpet cleaning. The tenant is requesting the return of the deduction for carpet cleaning as she had shampooed the carpet herself. From all the move in and move out inspection reports that were filed by both parties, despite the lack of clarity, I did not see any mention of ants. However, since the reports were hard to read, I could have missed the mention of the presence of ants in the move out inspection report.

### **Analysis**

Section 32 of the *Residential Tenancy Act*, addresses the landlord and tenant obligation to repair and maintain the rental unit. The landlord must provide and maintain the rental property in a state of decoration and repair that complies with the health, safety and housing standards required by law.

I find that the landlord fulfilled his obligations by acting on the tenant's complaints in a timely manner. The landlord made arrangements for pest control treatments on a monthly basis.

Based on the sworn testimony of the tenant, I find that the tenant has not proven that the landlord failed to meet his obligations under the *Act* with regard to treating the ant problem. I find that by providing ongoing pest control treatments, the landlord acted in a responsible manner and maintained services and facilities that are essential to the tenant's use of the rental unit as living accommodation.

Based on the sworn testimony of the tenant and the documents filed into evidence, I find that the tenant has not proven negligence on the part of the landlord and is therefore not entitled to compensation in the amount of \$350.00 for the presence of ants in the rental unit.

Regarding the tenant's claim for \$165.00 for carpet cleaning, I find that by signing the move out inspection report, the tenant agreed to a deduction of \$165.00 for carpet cleaning. Therefore the tenant's claim to be reimbursed for this deduction off her deposit is dismissed.

The tenant has not proven her case and must bear the cost of filing her own application.

### **Conclusion**

The tenant's application is dismissed in its entirety.

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: June 11, 2019

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Residential Tenancy Branch