



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC

Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* (the "Act") for:

- a monetary order for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement pursuant to section 67.

The hearing was conducted by conference call. All named parties attended the hearing and were given a full opportunity to provide affirmed testimony, to present evidence and to make submissions. There were no issues raised with respect to service of the application and evidence on file.

Issues

Is the tenant entitled to reimbursement for 50% of her rent as compensation for damages and losses due to a cockroach and bedbug infestation in her rental unit?

Background and Evidence

The rental unit was a one-bedroom apartment located on the ground floor. The tenancy began on January 11, 2019 and ended on January 20, 2020. The monthly subsidized rent prior to the end of the tenancy was \$320.00 plus \$8.00 per month for laundry.

In her application, the tenant states she was affected by a cockroach and bedbug infestation throughout the building and her apartment unit. The tenant claims she was forced to deal with them on her own by purchasing cleaning supplies. The tenant states the cockroach infestation became so severe that she could no longer prepare meals for herself and forced to order takeout and purchase pre-prepared meals. The tenant states the infestation caused her health issues.

The tenant is claiming a 50% rent reimbursement for the duration of the tenancy plus \$2291.11 for food costs and \$196.23 in cleaning expenses.

The tenant testified that she became aware of the infestation shortly after moving in after finding droppings in the cupboard, but she didn't see an actual cockroach until after a few weeks. At first, she thought it may have just come in from the bathroom window. She continued to see cockroaches so she reported the issue to the landlord. The landlord called pest control but they only baited the apartment which did not work. The pest control company did not use any spray treatment. She seen cockroaches continuously for example on dishcloths and in drawers.

Finally, at one inspection, pest control found 20 cockroaches behind her stove. Even after this the pest control just kept baiting and the cockroaches kept coming. She purchased a steam cleaner and started to do double the laundry loads. The tenant testified that she couldn't eat and became depressed. She started ordering out because she didn't want to cook. Also, her friends and family stopped coming over due to the infestation. The tenant testified the infestation lasted until she moved out. She had requested a transfer through BC Housing but was told the cockroach infestation was not a good enough reason.

The tenant's advocate made submissions as follows; the tenant was placed in a home through BC Housing after a housefire had rendered her homeless. Pest control initially attended weekly then monthly after that. Pest control failed to correct the issue as they only baited and never did any spraying. The tenant mitigated and losses by maintaining a clean apartment. The tenant loss use of cooking facilities as cockroaches always found in the kitchen area. The tenant has provided bank statements which show eating out was not a regular occurrence prior to the infestation. The tenant has submitted doctor's notes which show she was diagnosed with anxiety and depression and that the cockroach and bedbug infestation was a contributory factor. The tenant's advocate submits that the landlord failed to comply with its obligation to repair and maintain the residential property in accordance with section 32 of the Act.

The landlord's representative made submissions as follows: BC Housing provides upwards of 440 units of subsidized housing. They have an extensive pest control program. Prior to any new tenancy, all entry points are sealed. They do annual inspections for both bed bugs and cockroaches. The hire only contracted licensed professional pest control companies. As licensed professionals it is the pest control company that makes decisions as to the type of treatment. The landlord responds to any reports of pests immediately. The landlord even provided services such as nurses

to help prepare units for pest control. The tenant first reported an issue with bed bugs in May 2019. There is no evidence of any report from the tenant prior to that. The first report by the tenant was also just a verbal request which is not normal process; however, the landlord still accepted and responded to the request. The inspection was completed and there was no sign of any bedbugs. In the fall of 2019 pest control did discover a source of cockroaches behind the tenant's stove. There were also remains of food and undisposed bottles of liquor for which the tenant had refused assistance in maintaining. There is no pest control report that shows there were "20 cockroaches" as alleged by the tenant. There were maximum of two cockroaches ever found in the unit at one time. The tenant suffered from anxiety and mental health issues, and it was her choice to vacate. There landlord requests the tenant's application be dismissed as it is groundless. Pest control records show there was never any bed bugs in the unit despite the tenant's claims. Despite no infestation, BC Housing agreed to double the tenant's laundry tokens free of charge at the tenant's request. The cockroach infestation was minor and was treated accordingly. The tenant has only submitted one picture of a cockroach as evidence of an alleged infestation.

In cross-examination, the tenant's advocate questioned the landlord's representee on why a pest control report dated October 10, 2019 indicated "activity better since last treatment". The tenant's advocate submits that this seems to imply there was an infestation.

The landlord's representative replied that dealing with infestations takes time and could be there was an infestation in another unit. The report only says that "it was better" does not state there was an infestation or the extent of it.

Analysis

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

Section 7 of the Act provides for an award for compensation for damage or loss as a result of a landlord or tenant not complying with this Act, the regulations or their tenancy agreement. Under this section, the party claiming the damage or loss must do whatever is reasonable to minimize the damage or loss.

Pursuant to section 67 of the Act, if damage or loss results from a party not complying with this Act, the regulations or a tenancy agreement, the director may determine the amount of, and order that party to pay, compensation to the other party.

The onus is on the tenant in this to establish the claim. I find the tenant has failed to demonstrate that the extent of the pest infestation was severe enough to warrant compensation as claimed. Overall, I find the tenant's application and testimony to be lacking credibility. The evidence shows the tenant complained of bed bugs and cockroaches yet pest control inspections indicate there was no signs of bed bugs nor has the tenant submitted any evidence to show there may have been bed bugs in her unit. Yet, the tenant's application for monetary losses states she suffered losses due to bed bugs and cockroaches.

Further, there is no evidence that the tenant communicated any issue regarding pests in her unit to the landlord prior to May 2019. Yet the tenant's application seeking monetary losses dating back to the beginning of the tenancy in January 2019. The only evidence of the extent of the cockroach infestation submitted by the tenant was one picture of one single cockroach. If the infestation was as bad as the tenant claims, I would suspect the tenant could have provided more evidence including pictures of droppings etc. which she claims were in the cupboards. I find the pest control reports show there was some cockroach activity and it was dealt with accordingly by the placement of bait traps. I agree with the landlord and find any cockroach activity was minor and it was dealt with appropriately by the landlord and the pest control company. I find that the tenant was overall just not happy with the building she had been placed in and this is evident in her transfer request letters in which she sights various other safety concerns in addition to the pest issues.

The tenant's application is dismissed in its entirety without leave to reapply.

Conclusion

The tenant's application 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: August 23, 2022

Residential Tenancy Branch