



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Castlegar and District Community Services
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNDC

Introduction

This is an application brought by the tenant requesting a monetary order in the amount of \$650.00.

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 relevant 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.

All parties were affirmed.

Issue(s) to be Decided

The issue is whether or not the applicant has the right to return of rent she paid for the month of July 2016.

Background and Evidence

The parties agree that this tenancy began on May 15, 2016 with a monthly rent of \$650.00, due on the first of each month.

The parties also agree that on June 21, 2016, the tenant gave the landlord's notice to vacate the rental unit on June 30, 2016.

The applicant's mother testified that the tenant vacated the rental unit on short notice due to numerous problems in the rental unit, which included a mouse infestation, hornet infestation, and an ant infestation.

The applicant's mother further testified that the landlords failed to provide screens to the windows in the rental unit, and as a result, they believe that raccoons were crawling into the rental unit at night, and they felt this was a safety issue for the baby in the rental property.

The applicant's mother also testified that there was a leak in the rental unit and water would pour over electrical appliances, like the washing machine and electrical outlets, and this put the parties in extreme danger.

The applicant's mother further testified that, when the applicant did tell the landlords about the mouse infestation, she was told that if the unit was found to be infested, it could be up to 3 months before the unit could be re-rented

The applicant's mother further testified that the furnace in the rental unit was constantly pushing out heat, and the air conditioner ran nonstop.

The applicant's mother therefore stated that, due to all these issues, the applicant felt it was urgent to move out of the rental unit right away, for safety reasons, and therefore she believes she should not have to pay rent for the following month.

The applicant's mother further testified that the tenant did not bring up any of these issues with the landlord prior to vacating the rental unit except for the window screens.

The landlord testified that their maintenance person had been to the property on June 17, 2016, just a few days before the tenant gave notice that she was vacating, and at that time the tenant made no mention of all these problems, other than she stated she is wanting screens for a window, however she asked the maintenance person to do them when she was away for a funeral in Ontario the following week.

The landlords further testified that, it therefore came as quite a surprise to them that on June 21, 2016, the tenant was suddenly alleging all these problems that had never been brought forward

The landlords further testified that, had the tenant informed them of the problems in a timely manner, the issues would have been dealt with in a timely manner and there would be no need for the tenant to end the tenancy.

Further, after the tenant vacated they found no evidence whatsoever of a mouse infestation, nor was there any evidence of a raccoon, rats, or ant infestation, even though they monitored the property for weeks, and in the end they did not need the services of an exterminator.

The landlords further stated that the property was thoroughly cleaned and rented in mid-August 2016, all the while being monitored closely, and there have been no further concerns.

The landlords further testified that the furnace was not running, and the fan was not on, however the pilot light was on in this was enough for some heat to come out of the furnace. They further stated that the air conditioner has off on switch and could easily have been turned off.

The landlord therefore believes that this application should be dismissed, because 1, they were never informed of any problems, two, no infestations were found after the tenant vacated, and three, arrangements had already been made replace the screens, however the tenant had asked them to wait.

Analysis

It is my finding that the tenant did not have the right to end this tenancy without the proper one clear month Notice to End Tenancy, as the tenant has not provided sufficient evidence to support the claim of any kind of infestations in the rental property.

Further, section 7(2) of the Residential Tenancy Act states:

7(2) A landlord or tenant who claims compensation for damage or loss that results from the other's non-compliance with this Act, the regulations or their tenancy agreement must do whatever is reasonable to minimize the damage or loss.

In this case, it is my finding that the applicant did not take reasonable steps to minimize her loss, as she never notified the landlord of all the problems she is alleging, and, had she done so, the landlord may have been able to rectify the problems without her having to move.

Therefore it is my decision that I will not order the landlords to return the rent that the tenant paid for the month of July 2016, as tenant did not give the required Notice to End

Tenancy at the end on June 2016, and the landlord was unable to re-rent the unit until August 2016, and therefore they lost the full July 2016 rent.

Conclusion

This application is dismissed in full, 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: February 02, 2017

Residential Tenancy Branch