



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Ministry of Housing

## **DECISION**

Dispute Codes      LL: MNRL-S, MNDL-S, MNDCL-S, LRSD, FFL  
                             TT: MNDCT, MNSD

### Introduction

This hearing dealt with cross Applications for Dispute Resolution filed by the parties under the *Residential Tenancy Act* (the “Act”).

The Landlord’s Application for Dispute Resolution was made on May 15, 2025 (the “Landlord’s Application”). The Landlord applied for the following relief, pursuant to the *Act*:

- a monetary order for money owed or compensation for damage or loss;
- a monetary order for unpaid rent;
- an order to retain the security deposit; and
- an order granting recovery of the filing fee.

The Tenant’s Application for Dispute Resolution was made on May 23, 2025 (the “Tenant’s Application”). The Tenant applied for the following relief, pursuant to the *Act*:

- an order granting the return of all or part of the security deposit; and
- a monetary order for damage or compensation.

The Landlord’s Agents and the Tenant attended the hearing at the appointed date and time and provided affirmed testimony.

At the start of the hearing, the Tenant confirmed receipt of the Landlord’s Proceeding Package, amendment to the monetary amount sought, and evidence. The Landlord’s Agents confirmed receipt of the Tenant’s Proceeding Package and evidence. The Landlord’s Agents stated that they received some of the Tenant’s evidence late, however, they did confirm that they had sufficient time to review, consider, and respond

to the evidence. As such, I find the above-mentioned documents were sufficiently served pursuant to Section 71 of the Act.

### Issue(s) to be Decided

1. Is the Landlord entitled to a monetary order for money owed or compensation for damage or loss pursuant to Section 67 of the *Act*?
2. Is the Landlord entitled to a monetary order for unpaid rent, pursuant to Section 67 of the *Act*?
3. Is the Landlord entitled to an order granting recovery of the filing fee, pursuant to Section 72 of the *Act*?
4. Is the Landlord entitled to retain the Tenant's security deposit pursuant to Section 38 of the *Act*?
5. Is the Tenant entitled to an order granting the return of the security deposit, pursuant to Section 38 of the *Act*?
6. Is the Tenant entitled to a monetary order for damage or compensation, pursuant to Section 67 of the *Act*?

### Background and Evidence

The parties testified and agreed to the following terms; the tenancy started on July 1, 2024. During the tenancy, the Tenant was required to pay rent in the amount of \$725.00 due on the first day of each month. The Tenant paid a security deposit in the amount of \$690.00, which the Landlord continues to hold. The tenancy ended on April 30, 2025.

### The Landlord's Claims

The Landlord is claiming \$300.00 for deep cleaning the rental unit. The Landlord's Agent stated that the rental unit required further cleaning at the end of the tenancy. The Landlord provided several pictures and the invoice in support. The Tenant stated that they cleaned the rental unit and provided pictures in support. The Tenant stated that they left the rental unit reasonably clean.

The Landlord submitted claims for compensation relating to a damaged door and door knob, however, during the hearing, the Tenant agreed to compensate the Landlord \$250.00 for the repairs.

The Landlord is claiming \$725.00 for loss of May 2025 rent. The Landlord's Agents stated that they received the Tenant's written notice to end tenancy on April 22, 2025.

The Landlord provided a copy of the email in support. The Landlord's Agents stated that the Tenant vacated the rental unit on April 30, 2025. The Landlord's Agents stated that the Tenant did not provide sufficient notice to end her tenancy, and they were unable to re-rent the rental unit for May 2025.

The Tenant stated that the rental unit was infested with cockroaches, therefore, she felt the need to vacate the rental unit with her two children to ensure their safety.

The Landlord's Agents stated that the rental unit was checked for insects in July of 2024 at which point there were no cockroaches. The Landlord's Agents stated that the Tenant notified the Landlord about the presence of cockroaches in the rental unit on April 7, 2025. The Landlord's Agents stated that they began pest control extermination efforts the very next day to identify and exterminate the insects.

The Landlord is claiming \$150.00 for carpet cleaning. The Landlord's Agents stated that the three carpets in the rental unit were brand new at the start of the tenancy. The Landlord's Agents stated that the carpets were stained and needed cleaning at the end of the tenancy. The Landlord provided pictures and a workorder in support.

The Tenant stated that they do not recall there being any stains on the carpet. The Tenant acknowledged that they did not clean the carpets at the end of the tenancy.

If successful, the Landlord is seeking to retain the Tenant's security deposit and to recover the \$100.00 filling fee.

### The Tenants' Claims

The Tenant is claiming for losses as a result of the cockroach infestation in her rental unit. The Tenant stated that the cockroach issue was sever and that she had to end her tenancy early as a result.

The Tenant is claiming \$319.92 for moving costs and \$564.65 for storage costs to vacate the rental unit due to the presence of cockroaches. The Tenant provided receipts in support.

The Tenant stated that they had to dispose of many possessions as they did not want to risk bringing any cockroaches over to their new accommodation. The Tenant provided an itemized list of possessions and estimated their combined value of \$2,500.00.

The Tenant is seeking \$2,000.00 for emotional distress, and breach of quiet enjoyment for having to endure the presence of cockroaches and having to pack and move on their own with two children. The Tenant provided their diary recounting their experiences and a note from their doctor in support.

The Landlord's Agents stated that there were no cockroaches at the start of the tenancy, which was confirmed in a pest control report inspection for ants. The Landlord provided the report in support. The Landlord's Agents stated that they took immediate action to exterminate the cockroaches, but the Tenant decided to vacate the rental unit on their own accord, without providing sufficient notice to end tenancy. The Landlord's Agents stated that the Tenant could have communicated her concerns around wanting to move out early or make use of their on-site support worker. The Landlord feels as though they did everything they could as soon as possible to ensure the cockroaches were exterminated in a timely manner.

### Analysis

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

Section 67 of the *Act* empowers me to order one party to pay compensation to the other if damage or loss results from a party not complying with the *Act*, regulations or a tenancy agreement.

A party that makes an application for monetary compensation against another party has the burden to prove their claim. The burden of proof is based on the balance of probabilities. Awards for compensation are provided for in sections 7 and 67 of the *Act*. An applicant must prove the following:

1. That the other party violated the *Act*, regulations, or tenancy agreement;
2. That the violation caused the party making the application to incur damages or loss as a result of the violation;
3. The value of the loss; and
4. That the party making the application did what was reasonable to minimize the damage or loss.

In this case, the burden of proof is on the Applicant to prove the existence of the damage or loss, and that it stemmed directly from a violation of the *Act*, regulation, or tenancy agreement on the part of the Respondent. Once that has been established, the Applicant

must then provide evidence that can verify the value of the loss or damage. Finally it must be proven that the Applicant did what was reasonable to minimize the damage or losses that were incurred.

### The Landlord's Claim

The Landlord is claiming \$300.00 for deep cleaning the rental unit. I find the Landlord provided pictures primarily of drawers. I find that the Tenant provided several pictures of the rental unit which appears reasonably clean. I find that the Landlord has not provided sufficient evidence to demonstrate that the rental unit require deep cleaning beyond what is considered reasonable. I find it is more likely that the Landlord was required to deep clean the rental unit after the presence of cockroaches, which I find would fall under the Landlord's responsibility. As such, I dismiss this claim without leave to reapply.

The Landlord submitted a claim for compensation relating to a damaged to a door and doorknob, however, during the hearing, the Tenant agreed to compensate the Landlord \$250.00 for the repairs. As such, I award the Landlord **\$250.00**.

The Landlord is claiming \$725.00 for loss of May 2025 rent. According to Section 45 (1) of the *Act*; a tenant may end a periodic tenancy by giving the landlord notice to end the tenancy effective on a date that;

- (a) is not earlier than one month after the date the landlord receives the notice, and
- (b) is the day before the day in the month, or in the other period on which the tenancy is based, that rent is payable under the tenancy agreement.

In this case, the parties agreed that the Tenant provided the Landlord with her written notice to end tenancy on April 22, 2025 before the tenancy ended on April 30, 2025. I find that the Tenant ended the tenancy early, without providing the Landlord with proper notice pursuant to Section 45(1) of the *Act*.

I find that the Landlord suffered a loss of rent for May 2025, therefore, I award the Landlord **\$725.00** for loss of rent.

The Landlord is claiming \$150.00 for carpet cleaning. I find that the Landlord provided sufficient evidence to demonstrate that the carpets were stained and required cleaning at the end of the tenancy. As the carpets were new and unstained at the start of the tenancy, I find that the Tenant would have been responsible for cleaning them at the

end of the tenancy. As they failed to do so, I find that the Landlord is entitled to compensation in the amount of **\$150.00** for carpet cleaning.

As the Landlord was partially successful with their Application, I find that they are entitled to recover the **\$100.00** filing fee from the Tenant.

In summary, I find the Landlord has demonstrated an entitlement to a monetary award of \$1,225.00. I find it appropriate in the circumstance to order the Landlord to retain the Tenant's security deposit plus accrued interest in the amount of (\$690.00 - \$11.52 = \$701.52) in partial satisfaction of their claims (\$1,225.00 - \$701.52 = \$523.48).

### The Tenants' Claim

The Tenant is claiming for losses for moving, storage, and loss of personal possessions as a result of the cockroach infestation in her rental unit. I accept that the parties agreed that the Tenant notified the Landlord of the cockroach issue on April 7, 2025 and the Landlord took action the very next day. I find that the Landlord did not breach the Act by taking reasonable action to exterminate the cockroaches in the rental unit. As such, I dismiss the above-mentioned claims without leave to reapply.

The Tenant is claiming \$2,000.00 for breach of quiet enjoyment of the rental unit as a result of the impact the presence of cockroaches had to the Tenant.

I note that a breach of the entitlement to quiet enjoyment may form the basis for a claim for compensation for damage or loss under section 67 of the RTA and section 60 of the MHPTA (see Policy Guideline 16). In determining the amount by which the value of the tenancy has been reduced, the arbitrator will take into consideration the seriousness of the situation or the degree to which the tenant has been unable to use or has been deprived of the right to quiet enjoyment of the premises, and the length of time over which the situation has existed. A tenant may be entitled to compensation for loss of use of a portion of the property that constitutes loss of quiet enjoyment even if the landlord has made reasonable efforts to minimize disruption to the tenant.

In this case, I find that the presence of cockroaches was severe enough given the number of cockroaches in the pictures provided by the Tenant to indicate that there was a devalue of the tenancy in April 2025. I find that it is appropriate to award the Tenant 25% of the monthly rent totalling **\$181.25** to compensate them for the loss of value to the tenancy during this period.

### Set Off Claims

The Tenant has demonstrated an entitlement to a monetary award of \$181.25. The Landlord has demonstrated an entitlement to a monetary award of \$523.48.

Setting of the parties' claims, and pursuant to section 67 of the *Act*, I grant the Landlord with a monetary order in the amount of \$342.23 (\$523.48 - \$181.25).

### Conclusion

Pursuant to section 67 of the *Act*, the Landlord is granted a monetary order in the amount of \$342.23. The monetary order must be served on the Tenant and may be filed in and enforced as an order of the Provincial Court of British Columbia (Small Claims).

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: July 23, 2025

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Residential Tenancy Branch