



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Housing and Social Development

## **DECISION**

### **Dispute Codes:**

*CNR, RR, ERP, RP, PSF, FF*

### **Introduction,**

This hearing dealt with an application by the tenant, pursuant to the *Residential Tenancy Act*, for an order to cancel the ten day notice to end tenancy. The tenant has also applied for an order to have emergency repairs done, for a rent reduction of \$100.00 per month and for the filing fee.

Both parties attended the hearing and were given full opportunity to present evidence and make submissions.

At the start of the hearing the landlord stated that the tenant paid rent within five days of receiving the notice to end tenancy and therefore he agreed to allow the tenancy to continue. However, the landlord also expressed a desire to end the tenancy for other reasons like repeated late rent, threats of violence, dog excrement left in the back yard, unsightly clutter in the unit and yard etc. The landlord stated that he would be making his own application to do so.

Since the notice to end tenancy was withdrawn by the landlord the tenant's application to cancel the notice was moot. Therefore, this hearing only dealt with the tenant's application for an order to have repairs done, for a rent reduction and for the recovery of the filing fee.

### **Issues to be decided**

Is the tenant entitled to a reduction in rent due to maintenance and repairs not being made to the rental unit? Is the tenant entitled to the recovery of the filing fee?

### **Background and Evidence**

This month to month tenancy started on January 01, 2008. Rent is \$1000.00 due on the first of each month. There is no written tenancy agreement. The tenant stated that the landlord verbally agreed to allow her to pay rent on 7<sup>th</sup> of each month. The landlord denied having agreed to this arrangement.

The rental unit is a three bedroom suite located in a four plex. The landlord stated that when the tenant moved in, she had an excessive amount of belongings that the rental unit was unable to accommodate. The landlord advised the tenant that due to the limited space in the suite, she would need to dispose of some of her belongings or move to a bigger rental unit. The landlord stated that the tenant stored her belongings in the back yard despite his warning that it would provide a nesting area for rodents.

The tenant stated that a year into the tenancy, she started seeing mice in the home. Later she contradicted herself by stating that she noticed droppings at the start of the tenancy but did not inform the landlord. The tenant acknowledged that the landlord hired a pest control company to treat the building. The landlord stated that he followed up on the mice situation with all occupants of the four plex. The problem was resolved in the other three units but persisted in the dispute rental unit.

The pest control company visited to conduct a second treatment and advised the landlord that the unit was littered with clothing which provided opportunities for the mice to hide. In addition the tenant's dog's food was left lying around and easily available for the mice to eat. The pest control company stated that until these issues were dealt with, it would be difficult to curtail the problem of mice in the rental unit.

The landlord requested the tenant to comply with the necessary steps as recommended by the pest control company and the tenant made some effort to do so. However, the landlord stated that the tenant still has several unopened boxes and the floors of the rooms are littered with clothing which is "two feet deep".

The tenant also complained about water leaking from the ceiling of the bathroom whenever the tenant filled the bath tub. The landlord stated that when he received the complaint he checked the bathtub and found the overflow pipe twisted. He fixed the pipe and didn't hear back from the tenant.

The tenant stated that about six months ago, the upstairs occupant washed her deck and it leaked into the tenant's bedroom. The landlord requested the occupant above to mop her deck instead of using large quantities of water. The tenant acknowledged that the problem has not recurred since then. The landlord stated that he intends to renovate the deck after winter.

The tenant stated that the landlord had promised to paint the unit and he did not complete the job. In addition, the tenant stated that there is mould in the corner of a bedroom. The landlord argued that due to the excessive amount of boxes and barrels in the home, it is very difficult to paint the walls. The landlord agreed to complete the painting work if the tenant provides him the space to do so.

The tenant also stated that the front door bell has never worked. The landlord agreed to fix the bell.

### **Analysis**

Section 32 of the *Residential Tenancy Act*, speaks to 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 and the tenant must maintain reasonable health, cleanliness and sanitary standards throughout the rental unit and the other residential property to which the tenant has access.

In this case, I find that the landlord's efforts to resolve the problem of mice were undermined by the presence of dog food and the clutter present inside the unit and the back yard. The tenant must clear the clutter and store the dog food in sealed containers before the pest control company conducts any further treatment.

Once the clutter is cleared from inside the suite, I order the landlord to complete painting the unit, remove mould and fix the doorbell.

Based on the sworn testimony of both parties, I find that the tenant has not proven negligence on the part of the landlord and therefore her application for a rent reduction is dismissed. The tenant must bear the cost of filing her application.

**Conclusion**

The tenancy will continue. The tenant's application for a rent reduction 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: January 06, 2010.

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Dispute Resolution Officer