



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes MNSD, OLC, RP, FF

Introduction

This matter dealt with an application by the Tenant for compensation for damage or loss under the Act, a request for the Landlord to comply with the Act, to make repairs to the unit, site or property and to recover the filing fee for this proceeding.

The Tenant said she served the Landlord with the Application and Notice of Hearing (the “hearing package”) by personal delivery on October 28, 2010. Based on the evidence of the Tenant, I find that the Landlord was served with the Tenant’s hearing package as required by s. 89 of the Act and the hearing proceeded with both parties in attendance.

Issues(s) to be Decided

1. Is the Tenant entitled to compensation and if so how much?
2. Has the Landlord complied with the Act?
3. Is the Tenant entitled to compensation for repairs made to the rental unit and if so how much?

Background and Evidence

This tenancy started on December 1, 2009 as a 1 year fixed term tenancy ending November 30, 2010. Rent is \$1,100.00 per month payable in advance of the 1st day of each month. The Tenant paid a security deposit of \$500.00 on November 4, 2009.

The Tenant said that she had two main issues with the Landlord, the first being the bill she paid for pest control and the damage the rats caused. The Tenant said she called the Landlord on October 27, 2010 about a rat and mouse problem in her rental unit. She said the Landlord’s maintenance man came over October 28, 2010 and set a trap and put some poison out. The Tenant said the problem continued and she said the Landlord’s company did not return her telephone calls so she phoned a pest control company to come to her rental unit. The pest control company set traps and put poison out. The tenant said the traps caught the rat that was in her unit. The Tenant continued to say that she paid the pest control company and submitted the bill in the amount of \$336.00 in her evidence for reimbursement from the Landlord. The Tenant also said the rat damaged the rubber door sweep on the front door and she is requesting the

Residential Tenancy Branch
Ministry of Housing and Social Development

Landlord to repair it. The Tenant submitted pictures into evidence of the damages to the door caused by the rat.

The Tenant said her second issue was theft in her unit which she believes was a result of the Landlord losing the second key to her unit. She said she has contacted the police about the theft of jewellery which the Tenant said has a dollar value of approximately \$1,800.00. The Tenant said she agreed that the theft issue should be taken up with the police. The Landlord said that the lock and key has been changed as requested by the Tenant and the Landlord asked the Tenant if he could have a copy of the key for security reasons. He said the company has installed new lock boxes for the landlords copies of tenants keys so the keys should be safe in the lock box in the office which is locked as well. The Tenant said she would give the Landlord a key after the hearing today.

The Landlord said he tried to respond as quickly as he could to the Tenant's request to have a pest control company come to her unit, but he had to wait for authorization from the Company before he could call the pest control in. He said he had an estimate from a pest control company to come in for \$100.00, so he was concerned that the bill the Tenant had was for \$336.00 which he believed was high for what was done.

Analysis

The Tenant and Landlord agreed that the key and lock issues had been resolved by the Landlord replacing the lock and the keys and the Tenant agreeing to give the Landlord a copy of the new key to the unit. The Landlord agreed to fix the rubber sweep on the rentals unit's front door within the week or as soon as they can make an appointment with the Tenant to do it. These agreements satisfy the Tenants application to make repairs and for the Landlord to comply with the Act or regulations. I order the Landlord to make the repairs to the rubber sweep on the rental unit's front door.

Section 32 of the Act says a Landlord must make the residential property safe and comply with health and housing standard and Section 33 says a tenant may make emergency repairs after two attempts to phone the Landlord and the Tenant will be reimbursed for the cost of the repairs. I find that rodent issue was significant enough to the Tenant to require emergency action. The company did not return the Tenant's telephone calls so I find for the Tenant and order the Landlord to reimburse the tenant the full cost of the pest control company bill in the amount of \$336.00. As well as the tenant has been partially successful in this matter I order the Landlord to pay the Tenant's filing fee for this proceeding in the amount of \$50.00. I Order the Tenant to deduct the amount of \$386.00 from one month of rent or if agreed to by both the Tenant and the Landlord to receive \$386.00 directly from the Landlord.



Dispute Resolution Services

Page: 3

Residential Tenancy Branch
Ministry of Housing and Social Development

Conclusion

I find in favour of the Tenant for a monetary claim in the amount of \$386.00 to be deducted from the Tenant's rent or paid directly to the Tenant by the Landlord.

I order the Landlord to repair the rubber sweep on the rental unit's front door.

I order the Tenant to give the Landlord a copy of the key to her rental unit.

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*.