



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC, OLC

Introduction

This hearing was convened by way of conference call in repose to the tenant's application for an Order for the landlord to comply with the *Residential Tenancy Act (Act)*, regulation or tenancy agreement and for a Monetary Order for money owed or compensation for damage or loss under the *Act*, regulations or tenancy agreement.

The tenants advocate and the landlords agents attended the conference call hearing, gave testimony and were given the opportunity to cross exam each other on their evidence. The tenant provided documentary evidence to the Residential Tenancy Branch and to the other party in advance of this hearing. All evidence and testimony of the parties has been reviewed and are considered in this decision.

Issue(s) to be Decided

- Is the tenant entitled to an Order for the landlord to comply with the Act, Regulations or tenancy agreement?
- Is the tenant entitled to a Monetary Order for money owed or compensation for damage or loss?

Background and Evidence

Both parties agree that this month to month tenancy started on April 01, 2011. Rent for this unit is \$375.00 per month. The tenant rents a windowless room in this multi person building.

The tenants advocate states that another tenant living in the building complained to the landlord about cockroaches, bedbugs, mice and a lack of smoke detectors in the building. A City inspector visited the building on September 13, 2011. This inspector viewed all of the units and has documented that this tenants unit was infested with bedbugs and mice and had a hole in the wall. The unit adjoining this tenants unit was also reported as having rodent problems and a mice hole was recorded. The report was given to the landlord by the city.

The tenant complained about rodents and the lack of a smoke detector in his unit. Sometime around October 04, 2011 the tenant was bitten by a rat on his finger while in his unit.

The tenants advocate has provided a transcript from the tenant's medical clinic which documents that the tenant was experiencing dizziness, a fever and abscess from a finger infection caused by this rat bite. Wound care was provided by the doctor. The tenant returned to the doctors again suffering from pain and feeling unwell. The doctor referred the tenant to the emergency room at the hospital. The doctors hand written notes have also been provided in evidence which show that the tenant had been treated as a result of a rat bite.

The tenants advocate has provided medical notes which document the tenants Emergency Room attendance on November 02, 2011 and details the tenant's treatment for a rat bite including nine days of intravenous antibiotics followed by oral antibiotics.

The tenants advocate states that on November 01, 2011 another complaint was made to the City concerning a pest control issue. The manager for the building was contacted over a three week period but nothing was done to remedy this issue. The tenants advocate states on December 01, 2011 she wrote to the landlord on the tenant's behalf seeking compensation for the tenant's injury but they received no reply from the landlord.

The tenants advocate states that on February 17, 2012 a follow up inspection of the building was carried out by the City and this report shows substandard units and also documents

that the tenants unit required a smoke alarm, repairs and had issues with mice. This report states that since the previous inspection only three items in the building had been repaired. On February 22, 2012 the City issued an Order to the landlord for violation of City Bylaws. This Order documents that deficiencies were observed in the tenants unit with the smoke detector not working and the unit being infested with mice. The landlord has now been ordered to make repairs to the building.

The tenant seeks compensation for personal injury, pain and suffering, trauma, stress and anxiety due to the rodent bite and the tenants living conditions. The tenants advocate states the tenant suffers from a brain injury and finds it difficult to deal with disruption to his living circumstances. The tenant's injury to his finger was a direct result of the landlord failure to deal with the issues raised by the tenants and the City inspector in a timely manner. The landlord has allowed the building to fall into a state of disrepair and has exhibited a disregard for maintenance. The tenant seeks compensation to the sum of \$2,500.00 and seeks an Order for the landlord to comply with the *Act* with regard to maintenance of the property.

The landlord's agent states that at the time the tenant was bitten by the rat and at the time the City inspectors were carried out he was not the manager of the building. The landlord's agent states as soon as he was informed that the tenant had a hole in his wall he sent the maintenance crew in to repair the hole. The landlord's agent states that pest control comes into the building every two months and was in the tenant's room in October, 2011. The landlord's agent states if the tenant does not inform the landlord that he has issues then the landlord cannot send in the pest control people.

The landlord's agent states he did not get a copy of the second City inspection report as it was sent to head office. The landlord's agent agrees there is still a potential mouse problem in the tenants unit. The property manager states that this building is not supportive housing and the tenant has been referred to the clinical team with BC housing to help the tenant find more suitable accommodation to a unit with a window.

Analysis

I have carefully considered all the evidence and testimony before me. With regards to the tenants application for compensation of \$2,500.00; I find the tenant has provided sufficient evidence to show that there are rodent problems in his unit and the building and has provided evidence to show that the landlords were informed of these issues by the City and failed to take immediate action to remedy these issues. The tenant has provided sufficient evidence to show he experienced a rodent bite to his finger on his right hand which was sufficient to require medical treatment at the clinic and the hospital.

From the doctors treatment notes provided, I am satisfied that the tenant experienced injury, pain and suffering due to the landlords negligence in failing to repair and maintain the rental unit or to treat the rodent infestation. Consequently, I find the sum of \$2,500.00 to be fair compensation for the tenants injury and resulting pain and suffering and it is my decision that the tenants is entitled to a Monetary Order to the sum of \$2,500.00 pursuant to s. 67 of the *Act*.

With regard to the tenants application for an Order for the landlord to comply with the *Act*; the landlord's agent argues that the tenant did not inform them that he had issues with rodents and bedbugs or they would have sent the pest control company into the tenants unit to deal with these issues. However, the reports from the City inspector on two occasions clearly document issues with mice and bedbugs along with a lack of working smoke detector in the tenants unit. Consequently even if the tenant has failed to notify the landlord himself of these issue there is documentation in place to show that the landlord was aware of this from September 13, 2011. The landlord s agent states the pest control company did go to the tenants unit in October, 2011 however the landlord has provided no evidence to support this and the second report from the City inspector shows this was still a problem on February 17, 2012. I find therefore, that the tenant has provided sufficient evidence to show that the landlord has not complied with s. 32(1)(a) and 32(1)(b) of the *Act* to ensure that the building and the tenants rental unit in particular complies with health, safety and housing standards required by law and to ensure the tenant's rental unit is suitable for occupation by a tenant.

Conclusion

A Monetary Order in the amount of **\$2,500.00** has been issued to the tenant and a copy of it must be served on the landlord. If the amount of the order is not paid by the landlord, the Order may be filed in the Provincial (Small Claims) Court of British Columbia and enforced as an order of that court.

I HEREBY ORDER the landlord to comply with s. 32 (1)(a) and 32(1)(b) of the *Act*. The landlord must comply with this section of the Act and ensure the rodent problem is resolved and the tenants unit has a working detector by March 26, 2012.

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: March 12, 2012.

Residential Tenancy Branch