



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes RP, PSF

Introduction

This hearing dealt with the tenant's application for dispute resolution under the Residential Tenancy Act (the "Act") for an order requiring the landlord to provide services or facilities required by law and an order requiring the landlord to make repairs to the rental unit.

The tenant and her advocate attended the telephone conference call hearing; the landlord did not attend.

The tenant testified that she served the landlord with her Application for Dispute Resolution and Notice of Hearing by registered mail on March 28, 2014. The tenant supplied testimony of the tracking number of the registered mail.

Based upon the submissions of the tenant, I find the landlord was served notice of this hearing in a manner complying with section 89(1) of the Residential Tenancy Act and the hearing proceeded in the landlord's absence.

The tenant and her advocate were provided the opportunity to present their evidence orally and to refer to relevant documentary evidence submitted prior to the hearing, and make submissions to me.

I have reviewed all oral and documentary evidence before me that met the requirements of the Dispute Resolution Rules of Procedure (Rules); however, I refer to only the relevant evidence regarding the facts and issues in this decision.

Issue(s) to be Decided

Is the tenant entitled to orders for the landlord to comply with requirements under the Act?

Background and Evidence

The tenant testified that this tenancy began in July 2013 and monthly rent is \$575. In response to my question, the tenant stated that the landlord failed to provide a written tenancy agreement.

In support of her application, the tenant submitted that since December 2013, mice have been entering the rental unit through the open area under the sink. The tenant submitted that she notified the landlord at that time, who had promised to have a carpenter close the holes; instead, according to the tenant, the landlord finally attended the rental unit with poison, which only caused mice to die within the rental unit, creating foul smells, and did not rid the rental unit of mice.

The tenant submitted that the refrigerator has never worked properly since the beginning of the tenancy, and that when she notified the landlord, he brought a used refrigerator from another rental unit, and the door on the replacement refrigerator has never worked properly, causing food spoilage.

The tenant submitted that the landlord, who lives in another city, was difficult to contact and has been non-responsive on both issues, despite now having her legal advocate involved with the process.

Analysis

Based upon the relevant evidence and a balance of probabilities, I make the following findings:

Section 32 of the *Act* requires a landlord to provide and maintain a rental unit which complies with health, safety and housing standards and make it suitable for occupation.

I accept the undisputed evidence of the tenant and find that the landlord has failed to take steps in correcting the rodent infestation endured by the tenant since December, which I find is his obligation under the *Act*.

I therefore order the landlord to hire a licensed, professional pest control company, no later than May 20, 2014, to correct the rodent infestation as recommended by the licensed, professional pest control company and to issue a written report when the process has been completed and that the rental unit is free from rodents.

I also order the landlord to provide the licensed, professional pest control company's written report to the tenant.

As to the issue of the refrigerator, I accept the undisputed evidence of the tenant that the refrigerator has not functioned properly or adequately since the beginning of the tenancy and that the tenant made repair requests to the landlord.

I therefore order the landlord to immediately repair or replace the tenant's refrigerator, by May 20, 2014.

If the tenant is not satisfied with the extermination being complete, or if the landlord fails to comply with the pest control company's report or if the landlord fails to adequately repair or replace the refrigerator in the rental unit by May 20, 2014, the tenant is at liberty to apply for dispute resolution seeking a monthly reduction in rent for a devaluation of the tenancy or for other financial compensation until the extermination process and all repairs are complete.

Conclusion

The tenant's application has been granted and the landlord is ordered to hire a licensed, professional pest control company, by May 20, 2014, to remedy and correct the rodent infestation in the tenant's rental unit.

The landlord is ordered to repair or replace the refrigerator in the rental unit by May 20, 2014.

The tenant is at liberty to make a further application for dispute resolution seeking a rent reduction or other financial compensation if the landlord has not complies with these orders by May 20, 2014.

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: May 12, 2014

Residential Tenancy Branch

