



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPC, MNDC, CNC, FF

Introduction

In the first application, by file number, the landlord seeks an order of possession pursuant to a one month Notice to End Tenancy for cause and for a monetary award for half the cost of a pest control invoice.

In the second application, first by issue date, the tenant seeks to cancel the one month Notice and for compensation for what she alleges to be harassing conduct by the landlord in frequently entering her suite.

At the start of the hearing it was determined that the tenant had chosen to vacate the premises by November 30, 2014. Therefore the issue of whether or not the one month Notice to End the Tenancy was a valid Notice is moot. It was agreed the landlord will have an order of possession for one o'clock p.m. on November 30, 2014.

The landlord requested to amend her claim to add a claim for unpaid November rent. I allowed that amended. The landlord's claim is amended accordingly.

Issue(s) to be Decided

Does the relevant evidence presented at hearing show on a balance of probabilities that either party is entitled to any of the relief requested?

Background and Evidence

The rental unit is a suite in the lower level of a house that the landlord rents from another. The landlord herself lives on the upper level. The tenancy started in February 2014. The monthly rent is \$675.00. The landlord holds a \$375.00 security deposit.

The landlord claims that in September 2014 she hired an exterminator to attend the premises and set poison bait because the tenant has reported there were mice or rats "in the walls." The landlord says the exterminator who attended indicated to her the

tenant had told him she has seen a mouse earlier. She says he told her that the tenant's excessive garbage/recycling was contributing to the problem.

The landlord says there had not been a rodent problem in the premises for the seven years she has rented the house.

The landlord's view is that because it was a problem created or exacerbated by the tenant, the tenant should pay \$140.44; half the exterminator bill

The tenant replies she was not responsible for "the mouse." She says she has never seen mouse droppings in her suite, though the landlord had produced a photo arguing there were such droppings. She denies having garbage piled up in the suite.

The tenant testifies that the landlord made repeated entry to her premises and particularly, gave notice to enter on September 10, 12, 13, 14, 19, 20 and 21, though there was no actual entry on September 19 or 20. It is not disputed that the entry was for the purpose of gaining access to a storage area reserved to the landlord. To gain access to that area one must go through the tenant's living area.

The landlord says she was going into the storage area to clean it out of concern for a possible mould problem and to take stock because she thought the tenant was using her possessions from the storage and to generally clean and re-arrange the area.

The tenant denies smelling any bleach, apparently a common mould cleaner, though the landlord had not mentioned at this hearing using that produce. The tenant acknowledges the landlord ran a dehumidifier in the storage area at that time.

The landlord also complained about the tenant causing noise disturbances late at night. While this evidence may have related to the giving of the eviction notice it is not relevant to the remainder of either party's claim.

Analysis

The landlord's evidence does not prove on a balance of probabilities that the tenant caused or contributed to any rodent problem. The second hand evidence of an anonymous exterminator is of very little if any value in proving that claim. I dismiss the landlord's claim for contribution for the cost of the exterminator.

The evidence regarding landlord entry is consistent with the landlord's explanation that she needed to cross the tenant's living area to attend to a problem in the landlord's storage area. A tenant renting premises with a portion reserved for use of the landlord

must expect some inconvenience as a result and, when it happens that the storage area needs attention, as it obviously did by the evidence of the dehumidifier, the tenant must put up with the associated inconvenience.

The evidence here does not show that the landlord was doing anything but travelling back and forth to the storage area, on notice to the tenant, to attend to a problem.

I dismiss the tenant's claim for compensation for harassment.

I allow the landlord's claim to recover the November unpaid rent of \$675.00. It is not disputed that rent remains unpaid.

Conclusion

The landlord will have an order of possession in the terms above and a monetary award for unpaid rent of \$675.00. I dismiss the remainder of the claims made by each party.

As the landlord was only successful regarding the rent claim and as that claim was only brought at hearing, I make no order for recovery of the filing fee.

As the parties should have conducted a move out inspection together by the day they receive this decision and as they may have resolved the question of repayment of the security deposit, I make no order for the landlord to retain it to offset this award. I grant the landlord a monetary order in the amount of \$675.00. If the security deposit has not been adjusted between the parties, the landlord may use it or any remainder to apply in reduction of the amount owing under the monetary order.

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: November 28, 2014

Residential Tenancy Branch

