



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding DANIEL ISAAC HOLDINGS LTD., LAWRENCE ISAAC & EDNA HILL  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      OLC, RP, FF

### Introduction

This matter dealt with an application by the Tenant for the landlord to comply with the Act, regulations or tenancy agreement, for repairs to the rental unit, site or property and to recover the filing fee.

The Tenant said he served the Landlords with the Application and Notice of Hearing (the “hearing package”) by personal delivery on January 15, 2015. Based on the evidence of the Tenant, I find that the Landlords were 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. Has the Landlord complied with the Act, regulations or tenancy agreement?
2. Are there repairs to be completed?

### Background and Evidence

This tenancy started on February 1, 1996 as a month to month tenancy. Rent is \$365.00 per month payable in advance of the 1<sup>st</sup> day of each month. The Tenant paid a security deposit of \$140.00 on February 1, 1996.

The Tenant said that he contacted the Landlord in July, 2014 to tell the Landlord there is an ant issue in his rental unit as well as in the rental complex. The Tenant continued to say that the Landlord had a Pest Control company come to the rental complex on July 14, 2014 to assess the problem and treat it. The Tenant continued to say the control measures the Pest Control company used did not resolve the ant issue and so the Tenant made an application for dispute resolution on January 9, 2015. The Tenant said his application has resulted in the Landlord hiring the Pest Control company again and they started work on January 15, 2015.

The Tenant continued to say this control program appears to be working, but it will take time to see if the ants are eliminated. The Tenant said he is satisfied with the actions of the Landlord, but the Tenant believes the Pest Control company did a poor job in July, 2014 and the Landlord did not do any follow up.

The Landlord said they thought the Pest Control company had resolved the ant issue in July, 2014 by putting poison bait out for the ants. By November the Landlord said they understood the problem was not resolved and they got the Pest Control company to come back and identify the variety of ant and develop a control program. The Landlord said it was coincidence that the Tenant filed his application on January 9, 2015 and the Pest Control company started their control program January 15, 2015.

The Landlord said the control program is for the Pest Control company to put ant traps, bait and spray the rental complex for ants. The first month of the program the company will come once a week and then the company will come once a month for two months. At the end of the three month contract the Landlord said the contract will be renewed if the ant problem is not resolved.

The Tenant said the ant problem appears to be getting better and he is satisfied with the pest control program that the Landlord has developed. The Tenant said all he wants is the ants to be controlled or gone.

Both parties agreed the pest control program in place now is appropriate and they said they are both satisfied and willing to wait to see if the pest control program works.

In closing the Tenant requested to recover the \$50.00 filing fee from the Landlord.

The Landlord said in closing that he should not pay the filing fee because he has responded responsibly to the ant problem and therefore he should not be penalized by paying for the Tenant's application. As well the Landlord asked the Tenant to bring any future issues to the Landlord's attention before applying for dispute resolution.

The Tenant said he has been a tenant with the Landlord for 19 years and this is his first application.

Both parties agreed this issue has been frustrating.

### Analysis

Section 32 of the Act says a Landlord must provide and maintain residential property in a state of decoration and repair that makes it suitable for occupation by a tenant. I find that the ant issue in this situation is the responsibility of the Landlord and I find the Landlord has responded to the ant problem when requested to do so. The Landlord hired a reputable Pest Control company, but the Pest Control company was unable to control the situation in July, 2014. Following this the Landlord called the Pest Control Company back in November 2014 to identify and develop a pest control program. The new pest control program was started January 15, 2015.

As both parties agree to wait and see if the new pest control program will work; I find the dispute about how to control the ants is resolved for now. I am not issuing any orders regarding the control of the ant problem in the rental complex.

With regard to the Tenants request to recover the filing fee of \$50.00 I find that both parties have valid reasons as to who should pay the filing fee. The Tenant says he believes that his application was the reason the new pest control program has been implemented. Therefore the Tenant says he has been successful and should be awarded his filing fee. The Landlord said he has acted responsibly by hiring a pest control company and dealing with the problem as best as he could.

With regards to the filing fee of \$50.00 I find the Tenant has been successful in part of the application which was a request for repairs to the unit, site or property, but I find the Tenant has not proven the Landlord has not complied with the Act, regulation or tenancy agreement. I find the Landlord did respond appropriately in July, 2014 to the Tenant's request for pest control by hiring the pest control company. As well the Landlord has followed up by hiring the pest control company again in November, 2014 and in January, 2015 to complete the work. The Landlord is responsible to take action to maintain the property, but he cannot control the how a third party (the pest control

company) does the work. I find the Landlord has complied with the Act, regulations and tenancy agreement by hiring a reputable pest control company.

Consequently I order the Tenant and Landlord to share the cost of the application \$25.00 each. I order the Tenant to reduce the March, 2015 rent by \$25.00 to \$340.00.

### Conclusion

I Order a onetime rent reduction of the Tenant's March, 2015 rent by \$25.00 to \$340.00.

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: February 03, 2015

---

Residential Tenancy Branch

