



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

MNDC, MNSD, OLC, ERP, RP, PSF, AAT, RR, FF

Introduction

This hearing was scheduled in response to the tenant's Application for Dispute Resolution, in which the tenant has requested compensation for damage or loss under the Act, the cost of emergency repairs, Orders the landlord comply with the Act, make emergency repairs, provide services or facilities required by law, an Order allowing access to or from the unit for the tenant and his guests, to allow the tenant to reduce rent for repairs, to provide services or facilities agreed upon but not provided and to recover the filing fee from the landlord for the cost of this Application for Dispute Resolution.

Both parties were present at the hearing. At the start of the hearing I introduced myself and the participants. The hearing process was explained, evidence was reviewed and the parties were provided with an opportunity to ask questions about the hearing process. They were provided with the opportunity to submit documentary evidence prior to this hearing, all of which has been reviewed, to present affirmed oral testimony and to make submissions during the hearing. I have considered all of the evidence and testimony provided.

Preliminary Matters

The landlord confirmed receipt of the tenants' application and evidence served in June 2015.

The landlord confirmed receipt of an additional 31 pages of evidence on July 13, 2015. The landlord said he would have liked to submit a written response to this evidence, which included some email communication and black and white photocopied photographs that were of poor quality. The landlord did not take any steps to make a submission the next day; which would have complied with Residential Tenancy Branch Rules of Procedure, nor did the landlord make a written submission after that date.

I then determined that the landlord had an adequate opportunity to review the evidence and make a written response. Therefore, the landlord was at liberty to respond to this evidence during the hearing.

The landlord did not make any written submission.

Issue(s) to be Decided

Is the tenant entitled to compensation for damage or loss under the Act?

Is the tenant entitled to compensation for the cost of emergency repairs?

Must the landlord be ordered to comply with the Act by making emergency repairs, and repairs?

Must the landlord be ordered to provide services or facilities or repairs required by law?

Must the landlord be ordered to provide access to and from the rental unit by the tenant and his guests?

May the tenant reduce rent for repairs, services or facilities agreed upon but not provided?

Background and Evidence

The tenancy commenced in June 2007. Rent is currently \$997.00 per month due by the first day of each month.

A copy of the first page of the tenancy agreement was supplied as evidence, including clauses one to 15.

The tenant resides in a unit on the ground-level, at the back of the building. There are nine units in the building.

The tenant has submitted a claim for compensation, as follows:

Loss of use of rental space – 50% rent reduction November 2014 to May 2015	\$3,489.50
5 hours labour to repair leak in kitchen pipe - \$22.50/hour	112.50
Clean garbage from sidewalk – 15 minutes /day November 2014 to May 31, 2014, including pest control – 212 days X 15 minutes X \$22.50/hour	1,192.50
TOTAL	\$4,794.50

The tenant set out five areas that are of highest concern that he would like to have addressed through orders, compensation and rent abatement:

- garbage collection;
- recycling;
- pest control;
- kitchen repair; and
- access to mail delivery.

During the hearing the landlord agreed to meet with the tenant that evening to provide the tenant with a key to the front door of the building so the tenant can access the mailboxes that are in the entry.

There was no dispute that garbage collection in this multi-unit building is the responsibility of the property owner; the City does not provide garbage removal services. The landlord confirmed he removes the garbage and recycling.

The tenant said that over the past three years he has requested the landlord provide proper garbage removal from the property through regular communication with the landlord. The tenant provided a number of photocopied photographs, some of which were illegible. Numerous photos showed garbage strewn over the ground, garbage bags ripped open, a wood garbage bin capable of holding two household-sized cans and over-flowing house-hold cans. The tenant supplied copies of emails sent to the landlord on September 14, 2013, October 29, 2014 and November 1 and 10, 2014. Messages included attachments of photographs of garbage bins and garbage on the ground.

The email communication informed the landlord of a problem with organic waste, which was attracting rats. The emails explained that neighbours were upset about the garbage and that the City was becoming involved. The tenant informed the landlord that over the past year garbage removal has not met the requirements of the City. Garbage blocks access to the tenants' entry at the back of the building. The tenant explained there are an insufficient number of containers; that they are broken and too small and that the cans that the landlord removes are not returned for days, if at all. Loose garbage piles up on the west

side of the property along the sidewalk to the tenants' unit. The tenant explained that the landlords' failure to provide proper garbage removal has resulted in unsafe and unhealthy conditions. The tenant requested residential garbage cans with proper lids.

The tenant provided photographs of seven standard house-hold recycling blue bins that were on the property, the photo was taken approximately two years ago. There was no dispute that the landlord had removed these bins some time ago when taking away the recycling and that they have not been returned to the property. The landlord said the bins were marked as property of the regional district and not identified as belonging to the tenant.

The tenant submits that during the recent past any recycling containers on the property have been used for garbage as the landlord fails to return garbage bins to the property. The tenant has not asked the landlord to return the recycling bins, but does want them returned as they belong to the tenant.

The tenant said that the state of the yard; with garbage consistently strewn about has resulted in a serious impact and that represents more than neglect by the landlord. The garbage presents a hazard for the tenant and his guests and is unsanitary. The consistent presence of refuse has resulted in a loss of use of the property to the tenant and has caused the tenant to essentially feel ashamed of the state of the property where he resides.

The landlord said that it may seem like he is not responding to the problem of garbage but that this issue is complicated by the fact that the tenant worked for the landlord in the past. The garbage procedure was implemented by the landlord's previous agent and the tenant. The tenant was employed by the landlord's agent; that relationship ceased three and one half years ago.

The garbage bins are placed along a side of the building that has a three foot wide access. There is a concrete slab where the tenant had a vehicle parked, which when moved, allowed the landlord to place cans in that space. The landlord does not believe access to the tenant's unit is restricted and believes restricted access was due to the placement of the tenants' vehicle.

The landlord said that there is nothing that causes any kind of discrimination to the tenant or his guests. The tenant is involved in the community and is not looked down upon.

The landlord said there are always three to four garbage cans at the property and that he shows suites at the property on a daily basis. Each time the landlord is at the property he removes the garbage cans. The landlord said it is beyond him as to why the garbage is strewn on the ground, that he does not understand how this could happen and that the volume of garbage seems unusual. The landlord said that when he is at the property he will take away five or six cans of garbage.

When I asked the landlord why he would not place an apartment-sized metal bin on the property he responded that he has a bin at his place of business and that a second bin would exceed the capacity required. He takes the apartment garbage to the bin at his place of business. The landlord said that someone is interfering with his attempts to place cans out for garbage.

The landlord said there was nothing in his mind that led him to believe the recycling bins belonged to the tenant. The landlord would have taken those boxes in order to dispose of the contents. At one point the landlord had a single bin on wheels for recycling. The landlord said he would return four recycling boxes to the property.

The tenant submits that the landlord has neglected his responsibility to provide pest control. The tenant supplied multiple photographs taken over the past three years of dead mice and rats. One photograph showed a rat that had died in a kitchen light fixture in the tenants' unit. As a result of garbage problems the building has become over-run with pests. The landlord was informed by email in November 2014 and there have been multiple conversations with the landlord in relation to the pest problem. Since the landlord was served with notice of this hearing he has continued to fail to respond to the problem.

Several years ago the landlord gave the tenant traps to use. The last rat was trapped one week prior to the hearing. The tenant cannot use his kitchen cabinets due to rodent feces.

There was no dispute that sometime in mid-June 2015 when the landlord came to the unit to meet with a City inspector, the tenant laid out dead rats on a board, for the landlord and the inspector to see. The landlord said he believes there is subterfuge at work. When I asked the landlord why a pest control company has not been hired he said that he has not seen pests in the building so there is only insinuation the rodents have originated from the building. The landlord said the pests could have originated elsewhere and that there is some "cloak and dagger" at work.

The email correspondence informed the landlord that raccoons are living in the attic, they get into the garbage and that on-going neglect of the building has caused the building to be over-run with rats to the point the tenant cannot get a full night's sleep due to the noise they cause. The landlord had been asked to immediately remedy the problems.

The landlord said that the tenant did set rodent traps when he worked for the landlord but the issues have been "muddled" in his mind and that the tenant has a crusade in the building. The landlord would appreciate it if the tenant would move aside and allow the landlord to run the building.

There was no dispute that in the fall of 2014 a pipe in the wall of the kitchen began to leak. On October 29, 2014 the tenant emailed the landlord requesting repair to the kitchen. A November 1, 2014 email to the landlord explained the tenant had repeatedly asked for repair due to the leak that occurred over two months prior. The tenant described moisture in the floor, walls and that the cabinets continued to rot, mold and cause health concerns. The tenant reminded the landlord that he had assisted the tenant with the pipe repair, but that the kitchen required repair.

On November 10, 2014 the tenant again emailed the landlord. The tenant said he was embarrassed to have friends to the home due to the neglected conditions and that the landlord had told the tenant he would deal with the problems.

The tenant supplied a number of photographs that showed the state of the kitchen. Drywall is missing from the wall near the sink; signs of water staining are visible. The floor is sinking as the result of rot and what appears to be mold is growing on the wall. The landlord had inspected the building in October 2014, but has failed to take any steps to make the repairs.

The landlord confirmed that he purchased the parts required to repair the leak in the kitchen and that the tenant made the repair. The landlord said he was amused when the tenant stepped in to complete the repairs as the landlord was capable of doing so. The landlord never mentioned any compensation would be payable to the tenant and that the tenant had volunteered to complete the work.

The landlord said he has offered the tenant other accommodation so kitchen repairs may be completed. The repairs would take two to three weeks. The landlord believes the tenants' safety would be placed in jeopardy if repairs were to be completed while the tenant was living in the home. The landlord said that the tenant is playing "silly bugger" and that there is "cloak and dagger." The landlord said that when discussing repairs they got to the point where the "road fizzled."

The tenant responded that he does not need to vacate while repairs are on-going and he is willing to cope with work that should not last more than three weeks. The alternate units offered were more expensive or in even worse condition. The tenant said the City has inspected the kitchen and plans on issuing a number of reports. The tenant is having on-going contact with City bylaw staff.

In relation to the monetary claim the tenant has requested compensation for the time he has spent each day cleaning up the garbage on the property. These problems have resulted in a loss of use of the property. The landlord has left the tenant to deal with the problems of garbage and pests and has failed to respond to requests for clean-up.

The tenant said that he sought advice in relation to the sum claimed for the loss of value of the tenancy. The tenant believes the value of the tenancy has been reduced more than 50%. The landlord has made things very hard on the tenant. The tenant loses sleep due to the activity of pests, he is embarrassed to have guests come to the property; his access to the back of the building is blocked by garbage and the landlord continues to refuse to respond. The tenant said he wants services and a proper landlord.

The tenant submitted photographs taken at the time the application was made. Roofing material is strewn alongside the building. A rotted rat is shown in a trap and garbage is spread along the walk-way behind a truck parked in the driveway. The tenant submits that at the time he filed his application two maggot-covered rats were removed from his kitchen ceiling.

The tenant submitted a copy of a June 10, 2015 "Occupant Notice of Inspection" issued by the City. On that date the senior bylaw officer for the City responded to an email sent by the tenant. The officer said the property had "been on the radar" of the City for some time and that the landlord had been, to date, less than cooperative. The inspection was planned to review building, electrical, fire and health issues.

On July 12, 2015 the tenant emailed the landlord to say that the roofing project was causing hazards as the tarps and debris left on the roof were falling to the sidewalk. Tripping hazards were being left on the sidewalk. Photos demonstrating the problem were attached to the email.

The tenant concluded saying that the evidence of neglect is clear and obvious. The tenant said he has suffered as a result of the landlords' neglect.

The landlord said he did not understand the nature of the tenants' claim. The tenant has use of his kitchen; all that occurred was a pin-hole leak. The landlord expected to complete the pipe repair himself and did not agree to pay the tenant to help. If the tenant expects to be paid for keeping the sidewalk clean he needed to make that request to the landlord.

The landlord said the tenant is playing "silly bugger" as he is a "rough and tough" person who is robust. The landlord suspects the tenant is having problems sleeping and having to sleep on his couch as he has several other people living in the unit.

Analysis

When making a claim for damages under a tenancy agreement or the Act, the party making the allegations has the burden of proving their claim. Proving a claim in damages requires that it be established that the damage or loss occurred, that the damage or loss was a result of a breach of the tenancy agreement or Act and proof that the party took all reasonable measures to mitigate their loss.

First I will consider the portions of the tenants' claim that relate to the request for Orders the landlord comply with the Act.

Section 32 of the Act provides, in part:

32 (1) *A landlord must provide and maintain residential property in a state of decoration and repair that*

(a) complies with the health, safety and housing standards required by law, and

(b) having regard to the age, character and location of the rental unit, makes it suitable for occupation by a tenant.

There was no dispute during the hearing that the landlord has responsibility for garbage removal from the property. Residential Tenancy Branch (RTB) policy requires a tenant to remove garbage; however, I find

that this would be an expectation in a single-family dwelling only. This is a multi-unit dwelling; therefore the landlord is responsible for all yard maintenance, as set out in RTB policy (#1). Further, the landlord has confirmed he has responsibility for garbage removal.

I found the evidence supplied by the tenant consistent and believable. Even though some of the photographs were dated; there were others that had been recently taken. All showed what I find to be an extreme amount of refuse strewn on the property. The tenant presented as lacking vindictiveness; he was pleading for a tenancy that provided him with an acceptable standard of repair and maintenance.

I found the comments made by the landlord, that there was somehow an ulterior motive or some sort of clandestine activity occurring, meant to cast a negative light on the quality of the tenancy, lacked any substance. The landlords' comments, when placed against the evidence supplied by the tenant, appear to be an attempt to avoid acknowledging what I find is the need for adherence to the most basic requirements for repair and maintenance. I find that the landlord attempted to blame the tenant and minimized the concerns expressed by the tenant.

From the evidence before me I find that the landlord has failed to meet what a reasonable person would consider even the most basic level of service in relation to garbage collection and management in a multi-unit building. From the evidence before me I find, on the balance of probabilities, that problems with garbage collection have been long-standing and the result of inaction by the landlord.

This is a nine unit building and the provision of two to three household-sized garbage containers is what I find to be inadequate. I have come to this conclusion after viewing the photographs supplied which clearly demonstrate a lack of any proper refuse handling. There are an inadequate number of refuse bins, the bins are small, damaged and without latching lids. Further, from the evidence before me it appears that garbage is not collected on a daily basis. If it were animals and pests would not have the opportunity to access the garbage and spread it about the yard. I do not accept the suggestion made by the landlord that some other force is at work, causing the garbage to be spread around the property; that suggestion is nonsensical and was not supported by any evidence.

During the hearing the landlord said he has two to three garbage containers at the unit and that each day he takes away five or six. I found this testimony contradictory and that it supported the tenants' submission that garbage removal is inadequate. I also rejected the landlords' suggestion that the vehicle parked on the concrete slab somehow interferes with proper garbage management. I found that submission unreasonable and an attempt to obfuscate.

The fact that the tenant worked for an agent of the landlord three and one half years ago had no relevance to the issues before me. The tenant is not blocking the landlord from carrying out his responsibilities. I find the tenant is taking the steps he has, such as cleaning up the garbage and trapping rodents, in an attempt to avoid additional problems with pests and to allow full access to his unit. I find these efforts have been made by the tenant as a result of the landlords' failure to comply with his obligation to repair and maintain the property.

There was no dispute that the landlord removed the recycling bins the tenant says belonged to him. I find that the offer made by the landlord to return four bins to the tenant was inconsistent with the landlords' testimony that he did not believe any of the bins belonged to the tenant.

When the landlord was informed via email in 2014 of the pest issues I find the landlord failed to take any steps to properly respond to the problem. Even when the tenant presented dead rats to the landlord in June 2015 the landlord ignored the problem. I found the suggestion made by the landlord that the rats may not have originated from the rental property absurd. The tenant has been attempting to have the landlord respond to the pest problems for some time and at one point the landlord gave the tenant traps. If the landlord did not believe there was a pest problem the provision of traps would contradict that submission.

The presence of rats in the light fixtures and ceilings is not, by any standard, acceptable and the landlord has a responsibility to take steps to eliminate the problem. In this case I find the need for pest management and control is urgent and required pursuant to section 33 of the Act, as an emergency to protect the health and safety of the tenant.

From the evidence before me I find, on the balance of probabilities that the landlord has been repeatedly notified and given the opportunity to respond to these serious deficiencies and has failed to do so. Given my assessment of the tenant's application, taking into account the evidence of both parties, I find, pursuant to section 62(3) of the Act that the following Orders are required as a result of the landlords' non-compliance with section 32 of the Act.

Garbage and Recycling Orders

- The landlord must hire a professional, licenced garbage removal service to remove all household waste, organic material and recycling from the residential property no less than once weekly commencing no later than the week of August 16, 2015;
- The landlord must provide not less than four apartment-sized, latching, pest-resistant garbage bins to be placed on the residential property; these are not to be removed from the property;
- The landlord must provide not less than one large apartment-sized, latching, pest-resistant organic waste container to be placed on the residential property; this is not to be removed from the property and must be maintained in a sanitary condition; and
- The landlord must provide at least two apartment-sized recycling bins to be placed on the residential property; these are not to be removed from the property.

No later than August 11, 2015 the landlord must provide the tenant with written confirmation of the name of the licenced, garbage and recycling removal service that has been hired. The landlord is warned that this service must be provided by a third party who is in the business of refuse removal and that the company must possess a current business licence to operate.

The absence of written confirmation to the tenant by August 11, 2015 will then entitle the tenant, pursuant to section 65(1)(f) of the Act, to rent abatement (reduction). Rent abatement will be in the sum of \$200.00 per month, commencing September 1, 2015. The tenant is entitled to this abatement for any portion of a month that the landlord has failed to comply with these Orders. This Order providing rent abatement represents compensation for the loss of value of the tenancy.

This rent abatement will end once the ordered written notice of service has been given to the tenant and the service has commenced, with the initial removal of garbage and recycling.

If there is any dispute as to whether the landlord has fully complied with my Orders the landlord must submit an application for dispute resolution requesting an end to the abatement, supported by evidence of full compliance. If any dispute arises as a result of the ordered garbage and recycling removal service being cancelled, the tenant is entitled to submit an application requesting further compensation and/or orders.

Pest Control Orders

- The landlord must hire a professional, B.C. licenced pest control company to inspect and treat the entire residential property for pests and pest removal;
- The landlord must immediately inform the tenant, in writing, of the name of the professional, licenced pest control company that has been hired;
- The landlord must provide the tenant with copies of all reports issued by the pest control technicians, not later than one week after the reports are issued by the technician;
- To facilitate delivery of technician reports the pest control company may be authorized to provide the tenant with copies of the reports, directly;

- The landlord must ensure all occupants of the residential property are given proper notice of entry and preparation instructions for pest control services;
- The landlord must comply with all follow-up treatment and on-going pest control measures as recommended by the professional pest control technician; and
- If pest control management services are terminated, within one week of termination, the landlord must provide the tenant with written confirmation issued by the pest control company that they do not recommend any further monitoring or pest control services.

The landlord must immediately comply with the above pest control orders. Written confirmation of the pest control company hired must be provided to the tenant no later than August 16, 2015.

If the landlord fails to provide the tenant with written notice as ordered I find that the tenant is entitled to rent abatement (reduction) in the sum of \$250.00 in September 2015. This means that even if pest control commences after August 16, 2015 the tenant will be entitled to the rent reduction if written confirmation was not provided as Ordered. This abatement is calculated to represent the loss of value of the tenancy.

If the landlord fails to fully comply with the pest control Orders by the end of September 2015 I find that the tenant will be entitled to future monthly rent abatement in the sum of \$560.00. This abatement shall commence October 1, 2015 continue each month until such time as the landlord has fully complied with my Orders, including written notice to the tenant; evidence the pest control company has begun to provide services and initial copies of technician reports given to the tenant.

If there is any dispute as to whether the landlord has fully complied with the pest control Orders the landlord must submit an application for dispute resolution requesting an end to the rent abatement; supported by evidence of full compliance.

As the presence of pests on the residential property is having such a severe impact on the value of the tenancy I find, in the absence of compliance with the Orders by the landlord, that the tenant is entitled to hire a licenced, professional pest management company to provide pest control services to his unit and/or the entire residential property. The tenant may choose to proceed with this option any time after August 16, 2015.

If the tenant hires a professional pest control company the tenant is then entitled to submit an application for dispute resolution requesting compensation for any costs incurred for pest control. Costs must align with those that would commonly be incurred. Rent abatement will continue during any period of time the tenant has assumed responsibility for pest control service.

The tenant is to retain copies of all pest control reports and invoices and must provide copies of those to the landlord within one week of them being given to the tenant. Pest control services may be continued by the tenant as long as risk of pest entry to the residential property occurs and must be on the written advice of the professional pest control company.

If the landlord assumes responsibility for pest control by fully complying with the Orders issued and then the pest control management services are terminated, within one week of termination, the landlord must provide the tenant with written confirmation issued by the pest control company that they do not recommend any further monitoring or pest control services. If written confirmation of termination of service is not provided to the tenant, as Ordered, the tenant will be at liberty to resume responsibility for pest control services and to submit a claim for those costs via dispute resolution.

Kitchen Repair Orders

There was no dispute that the kitchen requires repair as the result of a water leak that occurred almost one year ago. From the photographs taken of the kitchen I find that a repair order is required as the

landlord has not taken steps to complete repairs. There was no evidence before me that this repair would require the tenant to vacate the rental unit. Tenants and home owners commonly remain living in their homes during repairs of this nature and the tenant has testified he is willing to do so.

The kitchen walls are missing drywall, there is evidence of possible mold growth, the cabinets are damaged and the floor is deteriorating. I find that the state of the kitchen fails to meet the most basic health standard and that a reasonable person would accept that repair is required.

Therefore, I Order the landlord to:

- Immediately arrange for repair of the kitchen and is to provide the tenant with written notice, no later than August 16, 2015 of the start date of repairs;
- That repair will include mold remediation, replacement of the drywall and repair of the floor and cabinets;
- That repairs are to be completed in a professional manner in order to minimize disruption to the tenant, including maintenance of a safe work site;
- That the kitchen repair is to be fully completed no later than September 30, 2015; and
- That once the kitchen repairs are fully completed the landlord must provide the tenant with written notice of completion.

If the kitchen is not fully repaired by September 30, 2015 and written notice of completion is not provided I find that the tenant is entitled to rent abatement in the sum of \$200.00 per month commencing October 1, 2015. This abatement is in accordance with section 65(1)(b) of the Act and shall continue each month, for any portion of a month, until such time as the landlord has fully complied with my orders, including written notice of completion given to the tenant.

Access to Mail

The landlord has agreed to provide the tenant with a key to the front of the building. If a key has not been provided I find, pursuant to section 62(3) of the Act, that the tenant may obtain a key from another tenant of the building, copy that key and then deduct the cost of reproducing that key from rent due to the landlord. The tenant must provide the landlord with a copy of the key receipt.

Monetary Claim

I have found that the matters raised by the tenant related to garbage management and pest control have been long-standing and the result of a breach of the landlords' obligation under section 32 of the Act. When considering the tenants' claim for loss dating back to November 2014 I have taken into account section 7 of the Act.

Section 7 of the Act provides:

Liability for not complying with this Act or a tenancy agreement

- 7** (1) *If a landlord or tenant does not comply with this Act, the regulations or their tenancy agreement, the non-complying landlord or tenant must compensate the other for damage or loss that results.*
- (2) *A landlord or tenant who claims compensation for damage or loss that results from the other's non-compliance with this Act, the regulations or their tenancy agreement must do whatever is reasonable to minimize the damage or loss.*

Residential Tenancy Branch policy suggests this means that the victim of the breach must take reasonable steps to keep the loss as low as reasonably possible. An applicant is not entitled to recover compensation for loss that could reasonably have been avoided. Policy suggests that when steps are not taken to minimize the loss, an arbitrator may award a reduced claim that is adjusted for the amount that might have been saved.

Therefore, I find that the claim related to garbage removal and loss of use as a result of pests dating back to November 2014 must be reduced. The tenant was at liberty to submit an application for dispute resolution earlier, in order to avoid an increase in the claim. Therefore, I find that the tenant is entitled to rent abatement on September 1, 2015 in the reduced sum of \$500.00 for loss of use and garbage removal and that the balance of the claim is dismissed. This represents the loss suffered between the time the landlord was given notice of this hearing and the hearing date. The landlord had not taken any steps to rectify the issues set out by the tenant and was aware of the monetary claim. This sum may be deducted from September 2015 rent owed.

There was no dispute that the tenant worked on the kitchen pipe repair while the landlord observed him work. The tenant has requested compensation for the work completed on the kitchen pipe; however I find that there was no meeting of the minds as far as any compensation that would be paid to the tenant.

If the tenant is to perform work for the landlord that work would not form a part of the tenancy agreement contract unless the repair was made in accordance with the emergency repair section of the Act. This repair completed was not what I would classify as an emergency repair undertaken by the tenant, as the landlord was present while the repair was completed. The tenant could have given over responsibility for repair to the landlord. Therefore, as there is no evidence before me that the landlord agreed to compensate the tenant for the pipe repair I find this portion of the claim is dismissed. The decision to complete the repair may be been made by the tenant in the spirit of assisting the landlord or to ensure the repair was completed, but there was no evidence before me that the landlord would not have carried out the repair, as he had provided the materials required for repair. Therefore, I find that the claim for pipe repair is dismissed.

As the tenants application has merit I find that the tenant is entitled to recover the \$50.00 filing fee from future rent owed.

The tenant is advised if making any rent reductions as a result of these orders, that he maintain a written record of those monthly deductions.

The tenant is advised that if the landlord fully complies with orders made any rent abatement must cease. Rent reductions made after the landlord has complied with the orders could be considered as unpaid rent. In the event that there is a dispute related to rent owed the landlord must bring forward evidence proving compliance with the orders issued.

Conclusion

The landlord has been ordered to provide garbage and recycling removal and pest control services.

The landlord has been ordered to provide professional pest control services.

The landlord has been ordered to completed kitchen repairs.

The tenant is entitled to compensation in the sum of \$500.00 for loss of use of the rental unit and garbage removal.

The balance of the claim in the sum of \$4,182.00 is dismissed.

The tenant is entitled to rent abatement as set out in my Orders.

The tenant is entitled to filing fee costs which may be deducted from rent owed.

This decision is final and binding and 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: July 27, 2015

Residential Tenancy Branch

