



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Mainstreet Equity Corp.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNDC

Introduction

This hearing was convened in response to an application by the Tenant for a Monetary Order for compensation pursuant section 67 to the *Residential Tenancy Act* (the "Act").

The Landlord and Tenant were each given full opportunity under oath to be heard, to present evidence and to make submissions.

Issue(s) to be Decided

Is the Tenant entitled to compensation?

Background and Evidence

The tenancy started in April 2013 and ended on February 8, 2015. Rent of \$639.00 was payable monthly on the first day of each month as of May 1, 2014. At the outset of the tenancy the Landlord collected \$312.50 as a security deposit.

The Tenants state that rodents were discovered in the unit in October 2014 and that this was immediately reported to the Landlord. The Tenant states that a pest control company attended and thinking the rodents were mice, set bait traps. The Tenant states that a week later and continuously through November and December 2014 the Landlord was informed that the traps did not work. The Tenants state that they at first thought the rodents were mice but after moving their furniture they discovered a rats nests in their loveseat. The Tenants state that the Landlord was also informed that the rats were damaging the Tenant's belongings. The Tenant states that they finally sent a letter dated January 20, 2015 in relation to the ongoing presence of rats. The Tenant states that the rats caused one of the Tenant's to have increased anxiety and to be panicked. The Tenants state that as a result of the presence of the rats they had to

box their belongings and keep them in their bedroom. The Tenant states that the unit required daily vacuuming, the food had to be secured in containers and that the Tenants spent a lot of time in their bedroom with the door closed. The Tenants state that the rats were entering the unit through a hole in the wall and that the Landlord never closed the hole.

The Tenant states Landlord failed to act to get rid of the rats and claims compensation for belongings damaged by the rats in the amount of (50.00 + 19.99 + 5.00 + 30.00). The Tenants also claim \$1,278.00 for the loss of enjoyment of the unit for December 2014 and January 2015. The Tenant provided photos of the unit and their belongings.

The Landlord states that as soon as the matter was reported a pest control company attended and set traps. The Landlord states that they have a yearly visit by the pest control company that places rat traps for precautions but no other tenants have ever reported rats in their unit. The Landlord provided copies of pest control invoices detailing bait setting on October 17, 2015 for mice, checking of rat traps on January 6, 2015 and the absence of rat activity on February 19, 2015. The Landlord provided a written submission detailing one of the Tenant's interactions with the Landlord about the rats on January 2, 2015. The Landlord states that no follow-up was done with the pest control company and no inspection was made of the unit for holes into the unit until January 6, 2015. The Landlord made no submissions in relation to the Tenant's claims for damage to their belongings.

Analysis

Section 32 of the Act provides that a landlord must provide and maintain residential property in a state of decoration and repair that complies with the health, safety and housing standards required by law, and having regard to the age, character and location of the rental unit, makes it suitable for occupation by a tenant. The Landlord's evidence was provided in a very nonchalant and casual manner. I take this to reflect the Landlord's approach to fulfilling their obligations which I find to be unreasonable in the circumstances. Even if the Tenants did not report the ongoing presence of rodents, the Landlord's evidence of which I do not find to be persuasive or believable, the Landlord at a minimum should be following up after any pest visit with both the Tenants and the company. There is a reasonable expectation that a landlord would provide oversight on the work being done on their behalf and for which the landlord is responsible. Accepting that rats were present in the unit for over two months I find that the Tenant has

substantiated on a balance of probabilities that the Landlord failed to maintain the rental unit suitable for habitation.

Section 7 of the Act provides that where a landlord does not comply with the Act, regulation or tenancy agreement, the landlord must compensate the tenant for damage or loss that results. I do not consider that a unit is suitable for habitation with the presence of rats. As the unit was not suitable for habitation for a period well over two months, I find that the Tenants are entitled to the compensation sought for a two month period in the amount of **\$1,278.00**. Given the photos of the damaged items claimed, given that the Tenants are seeking loss of value only and considering the amounts claimed are reasonable I find that the Tenants have substantiated an entitlement to **\$104.99**. The total amount of the entitlement is **\$1,382.99**.

Conclusion

I grant the Tenants an order under Section 67 of the Act for **\$1,382.99**. If necessary, this order may be filed in the Small Claims Court and enforced as an order of that Court.

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: August 21, 2015

Residential Tenancy Branch

