



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding GOODRICH REALTY INC.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes ERP, RP , RR, FF

Introduction

The tenant applies for a repair order claiming there are mice in her apartment. She also seeks a rent reduction in light of the problem.

The tenant also sought relief in regard to two appliances alleged to be malfunctioning but that problem has been solved and was not a subject of this hearing.

The landlord does not dispute that there are mice in the apartment.

The parties attended the hearing and were given the opportunity to be heard, to present sworn testimony and other evidence, to make submissions, to call witnesses and to question the other. Only documentary evidence that had been filed in accordance with the Rules of Procedure and traded between the parties was admitted as evidence during the hearing.

Issue(s) to be Decided

Does the relevant evidence presented during the hearing show on a balance of probabilities that there is a mouse problem requires a compliance order or is grounds for a rent reduction.

Background and Evidence

The rental unit is a one bedroom condominium apartment in a five story strata apartment building. The rental unit is occupied by the tenant and her two children.

The tenancy started in March 2015 for a one year fixed term. The monthly rent is \$1500.00, due on the first of each month, in advance. The landlord holds a \$750.00 security deposit.

Shortly after move in, the tenant testifies that she notice black droppings in the apartment. She took a picture of the droppings and sent it to the landlord.

The landlord sent its handyman, ostensibly to plug some holes.

The tenant says that on April 5 she saw mice in the bedroom. She sent an email to the landlord and the handyman came again. He set traps and poison.

The tenant says the problem did not resolve. She called the local government, the City, and the landlord.

Again on May 26 she emailed the landlord about the mice.

The tenant says that on August 18 she sent the landlord a “demand letter” as she continued to find black mouse droppings in the apartment. She says that every morning she must clean mouse droppings from the kitchen counter and the stove.

She says that on August 29 she called the City representative who sent the landlord a letter requesting that the problem be attended to.

She says she heard nothing from the landlord after that.

She says that today she found three big droppings in the apartment and called the strata representative. She is worried about the cleanliness of her apartment and possible health risks to herself and her children.

The landlord’s representative Ms. L. does not dispute that there are mice coming into the tenant’s rental unit, though no prior tenants of the rental unit had notified the landlord of mice.

She testifies that the mice are a problem in some other suites in the building as well and that the landlord has attempted to have the building managers ameliorate the mouse problem. She says the landlord has no power over the manager of the building.

Mr. T. H. testifies that immediately before this tenancy the apartment had been restored after a flood and that all the baseboard, including some in common areas had been removed and reinstalled. He thinks this might have given mice access to the rental unit.

He says that the tenant first reported mice on March 12 and that the landlord's handyman attended and filled all obvious gaps and holes that might permit the mice entry.

He says that the strata manager takes the view that the strata corporation is responsible for mice in the building but that the owners of suites are responsible for mice in the suites.

Analysis

Section 32(1) of the *Residential Tenancy Act* (the "Act") sets out a landlord's obligation to maintain and repair residential property. It states:

- (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.

Having regard to the nature of the premises, a condominium apartment in a sought after area of a large city, the tenant should not have to suffer mice in her apartment. Whether or not there are mice outside the apartment building or mice in adjacent condominium units, the fact that mice can get into this apartment is, in my view, a breach of the landlord's obligation to maintain the premises.

Residential Tenancy Policy Guideline 21 "Repair Orders Resecting Strata Properties" provides that even though a defect may originate outside of the strata lot, if the tenant's use and enjoyment of the premises is adversely affected by a problem originating in the common areas, the tenant may be awarded an abatement of rent or damages.

The landlord has made attempts to resolve the problem by the use of traps and poison. It has not worked. It might seem that to eradicate the mice the landlord would make efforts to block all entry points. However, I have no qualifications to make such a determination, nor any expert evidence upon which to rely in that regard and so I decline to grant the tenant any specific repair order requiring the landlord to take any particular step(s) to eliminate the problem.

I grant the tenant a rent reduction of \$250.00 per month from her regular rent of \$1500.00. This rent reduction will come into effect as of December 1, 2015. The rent reduction will continue until either the parties mutually agree in writing otherwise or until the first of the month following the date the landlord provides the tenant with the

certificate or warranty of a qualified exterminator that the mouse problem in her rental unit has been resolved.

The tenant did not apply for a monetary award for damages for the inconvenience suffered as a result of the mouse problem and so I make no order or award in that regard.

Conclusion

The tenant's application is allowed. The tenant will have a rent reduction on the terms stated above.

The tenant is entitled to recover the \$50.00 filing fee for this application. I authorize her to reduce her rent due December 1, 2015 by an additional \$50.00, in full satisfaction of the fee.

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*.

This decision is being faxed to the landlord on Ms. D.L.'s undertaking to provide the tenant with a copy of it forthwith after receipt.

Dated: November 06, 2015

Residential Tenancy Branch

