



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNDC MNSD FF O

### Introduction

This hearing dealt with the tenant's application for return of the security deposit and other monetary compensation. The tenant and the landlord participated in the teleconference hearing.

At the outset of the hearing, each party confirmed that they had received the other party's evidence. Neither party raised any issues regarding service of the application or the evidence. Both parties were given full opportunity to give affirmed testimony and present their evidence. I have reviewed all testimony and other evidence. However, in this decision I only describe the evidence relevant to the issues and findings in this matter.

### Preliminary Issue – Security Deposit

In the hearing the parties confirmed that in a decision pursuant to the landlord's application, the landlord had been awarded monetary compensation and an order allowing him to retain the security deposit. As the issue of the security deposit has already been addressed, I could not and did not address the portion of the tenant's application regarding the security deposit.

### Issue(s) to be Decided

Is the tenant entitled to monetary compensation as claimed?

### Background and Evidence

The tenancy began on January 15, 2014, with monthly rent of \$1,050.00. The rental unit is a lower suite in a house, with the upper suite occupied by other tenants. The house is located on a rural property and water is supplied by a well. The tenancy ended on March 7, 2015.

### *Tenant's Claim*

The tenant stated that three months into the tenancy, he and the two other occupants started feeling really ill with severe bowel issues. The tenant stated that they started boiling the water before drinking it, but that did not help. The tenant stated that they then stopped drinking the well water altogether, and bought bottled water, after which they recovered. The tenant stated that he did a test on the water and discovered "a whole lot of bacteria." The tenant stated that he discovered the well had not been tested since 2011, and there is a requirement to test well water every year.

The tenant stated that since the beginning of tenancy there was an infestation of rats on the property. The tenant stated that seven tenants were living upstairs and they had a huge mass of garbage all over the place. The tenant told the landlord, who had pest control come and set traps. The tenant stated that they only caught three rats, there were rats running around everywhere and it was disgusting. The tenant stated that the rats started chewing on his brand new car and his jeep, and vehicle insurance "doesn't cover rats coming into your engine bay and chewing on everything." The tenant provided a quote of \$257.65 for a replacement engine cover and hood insulator for his car.

The tenant has claimed compensation of \$6,825.00, representing half of the rent he paid during the tenancy, for the issues with the water and the rats. The tenant has also claimed \$5,000.00 for damage to his vehicles and personal property.

### *Landlord's Response*

The landlord stated that the well water does stink, but he is not sure if he is required to test it annually. The landlord stated that he and the tenant talked about a filtration system, but ultimately the condition of the water is "just part of living in the house."

The landlord stated that he hired an exterminator the day after the tenant complained about the rats, and the exterminator did what could be done. The landlord stated that he tried to get the upstairs tenants to clean up a bit. The landlord acknowledged that the tenant's evidence does show that there were rats in the house. The landlord stated that he did not ignore the problems; however, he and the tenant were "fairly antagonistic toward each other" and did not talk to each other.

### Analysis

I accept the tenant's evidence that there were problems with the well water that likely led to health problems for him and the two other occupants. The landlord acknowledged that the water "stinks" and though he talked to the tenant about it he took no steps to investigate further, as he viewed it as "just part of living in the house."

I find that the tenant is entitled to some compensation for the issues with the well water. However, the tenant did not provide sufficient evidence of the health problems they suffered or of the specific requirement to have the well water tested on a yearly basis. Neither did the tenant mitigate the problem by applying for an order that the landlord address the well water issue. I therefore find that for the issue with the well water the tenant is entitled to nominal compensation of \$500.00.

I accept the tenant's evidence that there was a rat infestation in the rental unit and on the rental property. The landlord acknowledged that the tenant's evidence shows there were rats in the house, and he stated that he and the tenant were "fairly antagonistic toward each other" and did not talk to each other. Further, the landlord did little to require the upstairs tenants to clean up their garbage. I find it likely that the problem could have been lessened if the landlord had required the tenants upstairs to clean up their garbage. The landlord also acknowledged that he and the tenant were not talking to each other, and the landlord has a professional and legal responsibility to deal with problems in the rental unit and on the rental property whether or not he and the tenant are getting along. I find that the landlord did not take sufficient steps to investigate and address the rat problem.

I find that the tenant is entitled to some compensation for the rat problem. The tenant, however, could have applied for an order for the landlord to address the rat problem and he did not. I therefore find that the tenant is entitled to nominal compensation of \$500.00 for the rat infestation.

In regard to damage to the tenant's vehicles and personal property, I find that the tenant failed to provide sufficient evidence of when this damage occurred and whether it may have been prevented if the tenant had mitigated his loss by applying for dispute resolution. I therefore dismiss this portion of the tenant's application.

As the tenant's application was mostly unsuccessful, I find that he is not entitled to recovery of the filing fee for this application.

Conclusion

I grant the tenant an order under section 67 for the balance due of \$1,000.00. 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: November 30, 2015

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Residential Tenancy Branch

