



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC, OLC, RP, FF

Introduction

This hearing was convened by way of conference call concerning an application made by the tenants for a monetary order for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement; for an order that the landlord comply with the *Act*, regulation or tenancy agreement; for an order that the landlord make repairs to the unit, site or property; and to recover the filing fee from the landlord for the cost of the application.

One of the named tenants attended the hearing, gave affirmed testimony, and represented the other named tenant. However, the line remained open while the phone system was monitored for 10 minutes prior to hearing any testimony, and no one for the landlord attended. The tenant testified that the landlord was served with the Tenant's Application for Dispute Resolution and notice of this hearing by registered mail on November 21, 2015 and has provided a copy of a Canada Post cash register receipt bearing that date as well as a Registered Domestic Customer Receipt addressed to the landlord. I am satisfied that the landlord has been served in accordance with the *Residential Tenancy Act*.

Issues to be Decided

- Have the tenants established a monetary claim as against the landlord for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement, and more specifically for the cost of extermination?
- Have the tenants established that the landlord should be ordered to comply with the *Act*, regulation or tenancy agreement?
- Should the landlord be ordered to make repairs to the unit, site or property?

Background and Evidence

The tenant testified that this fixed-term tenancy began on February 1, 2015 and expires after 10 years. The tenants and their children still reside in the rental unit. Rent in the amount of \$3,000.00 per month is payable on the 1st day of each month and there are no rental arrears. At the outset of the tenancy the landlord collected a security deposit from the tenants in the

amount of \$1,500.00 which is still held in trust by the landlord, and no pet damage deposit was collected.

The house was being taken over with rats and mice, and the tenants advised the landlord last summer, but the landlord didn't take any action. The tenants got ahold of someone at the Residential Tenancy Branch who advised the tenants to send a letter to the landlord, which they did. The landlord then refused to return the tenants' calls, but the tenants finally reached the landlord in October, 2015 who told the tenants to get some cats. The tenant replied that it wasn't an acceptable solution, and the parties haven't spoken since.

The tenant shopped around for an exterminator and retained services of a pest control company. The big thing was to find out how the pests were getting into the house. The exterminator searched the house and left traps and returned every week for 5 weeks re-setting and emptying traps. He also had to keep trying to find entry points and close them off, and repeat the process the next week. An Invoice of the exterminator has been provided which describes multiple entry points, locations of installed traps, and recommending sealing the garage door with new weather stripping.

The tenant also filled gaps in the garage between the floor and the door to prevent entry from that point, as recommended by the exterminator.

The rodents have now been exterminated and things are fine.

The tenants claim the cost of the exterminator in the amount of \$934.50 and the cost of supplies for filling the gaps in the garage, and receipts to substantiate those amounts have been provided. The tenants also claim the \$50.00 filing fee, \$11.55 and \$10.70 for the cost of registered mail.

Analysis

The *Residential Tenancy Act* requires a landlord to provide and maintain rental premises in a state of decoration and repair that makes it suitable for occupation by a tenant. It also states that if a party does not comply with the *Act*, the regulations or the tenancy agreement, the party must compensate the other for damage or loss that results. In order to be successful in such a claim, the onus is on the claiming party to satisfy the 4-part test:

1. That the damage or loss exists;
2. That the damage or loss exists as a result of the other party's failure to comply with the *Act* or the tenancy agreement;
3. The amount of such damage or loss; and
4. What efforts the claiming party made to mitigate such damage or loss.

In this case, I have reviewed the invoice of the exterminator and I am satisfied that the mice and rats existed, and entered through many entry points throughout the rental unit. I have also reviewed the receipts provided and am satisfied that the tenants have established the amounts

for eradication by the exterminator and supplies required to seal the garage door. I am also satisfied, in the absence of any evidence to the contrary, that the tenants talked to the landlord about the problem, put the concern in writing, and shopped around for an exterminator. I find that the tenants have established a claim in the amount of \$934.50 and \$18.49 respectively.

The *Act* permits me to order that a party recover the filing fee but not for the cost of service or preparation for the hearing. Therefore, the tenants' application for recovery of \$11.55 and \$10.70 respectively for registered mail is dismissed. Since the tenants have been partially successful with the application, the tenants are also entitled to recovery of the \$50.00 filing fee, and I grant a monetary order in favour of the tenants for \$1,002.99. This amount may be deducted from future rent payable or may otherwise be recovered.

The tenant did not lead any evidence with respect to the applications for an order that the landlord comply with the *Act*, regulation or tenancy agreement; or for an order that the landlord make repairs to the unit, site or property. I dismiss those applications with leave to reapply.

Conclusion

For the reasons set out above, I hereby grant a monetary order in favour of the tenants as against the landlord pursuant to Section 67 of the *Residential Tenancy Act* in the amount of \$1,002.99. This amount may be deducted from future rent payable or may otherwise be recovered.

The tenants' application for an order that the landlord comply with the *Act*, regulation or tenancy agreement is hereby dismissed with leave to reapply.

The tenants' application for an order that the landlord make repairs to the unit, site or property is hereby dismissed with leave to reapply.

This order is final and binding and may be enforced.

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: January 14, 2016

Residential Tenancy Branch

