



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, FF, LRE, MNDC OLC, PSF, RP, RR

Introduction

The Application for Dispute Resolution filed by the Tenant seeks the following:

- a. An order that the landlord make emergency repairs for health or safety reasons
- b. An order that the landlord comply with the Act, regulations and/or the tenancy agreement.
- c. A repair order
- d. An order for a monetary order in the sum of \$1200
- e. An order to recover the cost of the filing fee?

A hearing was conducted by conference call in the presence of both parties. On the basis of the solemnly affirmed evidence presented at that hearing, a decision has been reached. All of the evidence was carefully considered.

Both parties were given a full opportunity to present evidence and make submissions. Neither party requested an adjournment or a Summons to Testify. Prior to concluding the hearing both parties acknowledged they had presented all of the relevant evidence that they wished to present.

I find that the Application for Dispute Resolution/Notice of Hearing was sufficiently served by mailing, by registered mail to where the landlord resides. The landlord acknowledged service of the same.

Issue(s) to be Decided

The issues to be decided are as follows:

- a. Whether the tenant is entitled to a monetary order?
- b. Whether the tenant is entitled to recover the cost of the filing fee?
- c. Whether the tenant is entitled to a repair order?

Background and Evidence

The tenancy began on August 1, 2007. The present rent is \$814 per month payable in advance on the first day of each month. The tenant paid a security deposit of \$347.50 at the start of the tenancy.

The tenant gave extensive evidence as to why she had to leave the rental unit for the period from February 1, 2016 to the middle of March 2016 because she was being subjected to bites.

In November 2015 the landlord was told of a rat infestation. The landlord immediately hired an exterminator and the rat problem was dealt with. However, problems arose with the tenant and other residents who were being subjected to bites. At first the parties were unable to determine what was causing the problem although it was affecting the tenants in two units. Exterminators will not spray unless they know what they are spraying for. Eventually the tenant was able to enlist the assistance of an entomologist who determine the bites were caused by rat fleas and mites. The tenant testified that with the extermination of the rats, the fleas and mites had no place to go and thus went after humans. Once it was determined that the problem was caused by rat fleas and mites the rental units were sprayed around. This was completed around the third week in March and the problem has been resolved. The tenant takes the position the landlord failed to respond promptly and properly to her concerns.

The landlord strongly disputes much of the tenant's testimony. He testified the problem was originally caused by rats which were attracted to the property because of the tenants' use of compost bins. He presented considerable evidence to show that he responded to the rat problem promptly after hearing a complaint from another tenant and before being advised by the Applicant. The rat problem has been resolved although there is ongoing monitoring. He further testified that by law exterminators are not permitted to spray unless they know what they are spraying for. The exterminators were not able to tell what was causing the problem. It was not until the end of February that there was a determination as to what was causing the problem. This was followed by disagreements between the tenants as to the best way to deal with it. Eventually the rental unit was sprayed around the third week of March. However, by that time the fleas and mites were dying on their own. The tenant disputes this. She submits the landlord was negligent in failing to properly seal the property. The landlord vehemently denies is negligent or in anyway at fault. He testified he has spent more than \$1700 dealing with the issue. He testified the tenant and her neighbours are at fault by having a compost bin which attracts rats.

The monetary order worksheet claims a monetary order in the sum of \$1356.

Settlement:

This is a disputed claim. At the end of the hearing the parties reached a settlement on the monetary aspects of the tenant's claims and they asked that I record the settlement pursuant to section 63(2) of the Residential Tenancy Act as follows:

- a. The landlord shall pay the tenant the sum of \$600 in satisfaction of all monetary claims made by the tenant in the within application.
- b. The parties agree the issue of the repair order shall be left to the arbitrator for adjudication.

Monetary Order:

As a result of the settlement I ordered that that the landlord pay to the Tenant the sum of \$600 in satisfaction of the tenant's monetary claims.

Application for a Repair Order:

The landlord consented to the repairing the hole in the living room wall. The tenant also sought an order that the landlord replace an interior door which has mould on it with an exterior door and the landlord put insulation around a skylight. The landlord objected. He testified the tenant is causing the mould because she has blocked a vent which has adversely affected the circulation. After considering the disputed evidence I determined that lack of an exterior door and the lack of insulation has contributed to the mould problem and I determined it was appropriate to make an order that the landlord make those repairs.

With respect to each of the tenant's claims I order that the landlord do the following by March 15, 2016::

- a. Repair a hole in the living room wall.
- b. Replace the interior door that has mould on with an exterior door.
- c. Add insulation to the skylight.

All other claims set out in the Application for Dispute Resolution are dismissed.

Conclusion

I ordered the landlord(s) to pay to the tenant the sum of \$600. I also issued a repair order.

It is further Ordered that this sum be paid forthwith. The applicant is given a formal Order in the above terms and the respondent must be served with a copy of this Order as soon as possible.

Should the respondent fail to comply with this Order, the Order may be filed in the Small Claims division of the Provincial 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: April 21, 2016

Residential Tenancy Branch