



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC

Introduction

This hearing was convened in response to an application by the Tenant for compensation pursuant to section 67 of 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

Was the Landlord negligent in maintaining the rental unit?

Is the Tenant entitled to the compensation claimed?

Background and Evidence

The tenancy started in the spring of 2014 and ended on April 30, 2016. Rent of \$825.00 was payable monthly.

The Tenant states that in the spring of 2016 mice were seen inside the unit and that the same day the mice were seen the Landlord was informed of their presence. The Tenant states that a few days later the Landlord placed some sticky traps which caught a few mice. The Tenant states that mice were still being seen despite the traps and the Landlord was asked to obtain professional pest control. The Tenant said the Landlord only agreed to think about it. The Tenant states that after another week passed the

Landlord had done nothing and now rats were also seen outside the door of the unit so the Tenant arranged for a pest control company to attend the unit. The Tenant states that the Landlord met with the company representative who gave the Landlord a quote for the costs. The Tenant states that the Landlord told the representative that he would think about it. The representative did not carry out any pest control at this point. The Tenant states that after another week or so still nothing had been done so the Tenant told the Landlord that she would pay for the pest control herself and deduct it from the rent. The Tenant states that the Landlord told her not to do this but did not say that he would take care of it himself. The Tenant states that she ultimately hired the company who got rid of the rats and mice.

The Landlord states that he lives in the same house in the upper unit and that there were no rodents in his space. The Landlord agrees that mice were found in the Tenant's unit. The Landlord states that after leaving the glue traps for a week the Tenant told him all was good so he removed the traps. The Landlord states that the Tenant never told him anything further "for a long time". The Landlord states that in April 2016 the Tenant then told the Landlord of the rats outside. The Landlord states that the Tenant left household articles outside in the area that the rats were seen. The Landlord states that he told the Tenant that he would take care of the problem but the Tenant wanted a pest control company to attend. The Landlord did not agree with that so he got poison and put it outside himself. The Landlord said that he did not allow the Tenant to hire the company and that the Landlord was prepared to take care of it himself. The Landlord states that he has no background in pest control.

Analysis

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. 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.

While the presence of rodents may not be an emergency repair, I consider the presence of rodents in or around a rental unit to be a health hazard that requires swift response by a landlord. Given the evidence that rodents were present in the unit, that the Landlord refused to obtain professional pest control and that the Landlord had no experience or credentials in this area, I find that the Landlord was negligent in attempting to eradicate the rodents by his own efforts. Further I consider the slow approach of the Landlord to be negligent in the circumstances. I consider the Tenant's act in obtaining the pest company to have been a reasonable step in mitigating losses that could otherwise arise from an uninhabitable unit. As a result I find that the Tenant is entitled to compensation of \$588.35 as claimed.

Conclusion

I grant the Tenant an order under Section 67 of the Act for **\$588.35**. 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: January 09, 2017

Residential Tenancy Branch