



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

**Dispute Codes**      ERP RP MNDC RR

### **Introduction**

This hearing was convened in response to an application by the tenant for emergency repairs and for repairs to the unit, compensation for loss, and for the tenant to reduce rent in respect to repairs.

Both parties participated in the hearing. The parties were given opportunity to resolve and settle their dispute. The tenant described the emergency nature of the requested repairs as an *infestation of ants*. The landlord confirmed receiving the evidence of the tenant. Despite the submissions to this matter each acknowledged that only the evidence *relevant* to the application would be considered. Prior to concluding the hearing both parties acknowledged presented all of the *relevant* evidence they wished to present.

The hearing proceeded on the merits of the tenant's relevant application seeking the landlord make certain repairs.

### **Issue(s) to be Decided**

Should the landlord be Ordered to make repairs to the unit?

Should the tenant be allowed to reduce rent for repairs, services or facilities agreed upon but not provided?

Is the tenant entitled to the monetary amount claimed?

### **Background and Evidence**

This tenancy started in March 2016. There is no written tenancy agreement. The parties agreed that their oral agreement consisted of the payable rent as \$350.00 per month payable in advance of the 1<sup>st</sup> of the month and that the rent includes all utilities.

The relevant testimony in this hearing is in respect to the tenant's claim for necessary and essential repairs to the unit as follows. Pursuant to Section 32 of the Act the tenant has previously sought the landlord to make certain repairs but the landlord has not attended to their request. The tenant provided evidence of text messages to the landlord for repairs and more recently a letter of December 2016 requesting certain repairs. The tenant now seeks for the landlord to:

- Repair or replace the shower tap so as the shower head no longer drips or leaks.
- Attend to and or repair the space / gap at and between the shower taps and the shower wall.
- Adhere or affix the bathroom sink cabinet to the wall.
- Affix the bathroom mirror to the wall.
- Reseal / replace the caulking / sealant in the bathroom and kitchen areas.

The landlord testified they agreed to all of the above requests for repairs.

The tenant also seeks the landlord provide pest control of ants which are continually present in the rental unit and which crawl over their food and other food stuffs in their kitchen. The landlord testified they have not recently attempted treatments from a pest control contractor for ants. The landlord testified that the house is constructed atop an ant colony and has always been prone to the presence of ants.

### **Analysis**

The full text of the Act, Regulation, and Residential Tenancy Policy Guidelines, can be accessed via the website: [\*\*www.gov.bc.ca/landlordtenant\*\*](http://www.gov.bc.ca/landlordtenant).

On preponderance of the relevant evidence before me I find the following. **Section 32** of the Act guides the tenant's and landlord's obligations in respect repairs. As well, Residential **Tenancy Act Regulation – Schedule; Repairs 8**, in relevant part, states:

### **Repairs**

#### **8 (1) Landlord's obligations:**

- (a) The landlord must provide and maintain the residential property in a reasonable state of decoration and repair, suitable for occupation by a tenant. The landlord must comply with health, safety and housing standards required by law.
- (b) If the landlord is required to make a repair to comply with the above obligations, the tenant may discuss it with the landlord. If the landlord refuses to make the repair, the tenant may make an application for dispute resolution under the *Residential Tenancy Act* seeking an order of the director for the completion and costs of the repair

In this matter, I find the above legislation effectively states a landlord is responsible to make repairs when a request for repairs is to ensure reasonable aesthetics, reasonable functioning or lawful compliance with health, safety and housing standards.

**Residential Tenancy Policy Guidelines - #1 – Landlord & Tenant – Responsibility for Residential Premises** in relevant part states a landlord is responsible for pest control.

I find the tenant has made request for certain repairs and the landlord has agreed to make certain repairs. As a result of all the above:

**1). I Order the landlord to *complete the following course of repairs - within 8 weeks following the date of this Decision.***

- *Repair or replace the shower tap so as the shower head no longer drips or leaks.*
- *Attend to and or repair the space / gap at, and between, the shower taps and the shower wall.*
- *Adhere or affix the bathroom sink cabinet to the wall.*
- *Affix the bathroom mirror to the wall.*
- *Reseal / replace the caulking or sealant in the bathroom and kitchen areas.*

I am not satisfied the landlord has done what is reasonable to address the ant infestation in the rental unit. Therefore,

**2). I Order the landlord to *address the management of ants in the tenant's rental unit as reasonable in the discretion of a pest control professional including as to when the management is done, and how it is done.***

If the landlord does not comply with either Order it is available to the tenant to apply for compensation as a result.

I find the following cannot be overstated. The tenant wants the landlord to make repairs and the landlord now has a legal obligation to perform repairs. The scope of the landlord's repair work will require a modicum of reasonable accommodation and possible compromises by both parties, and that they should endeavor to co-operate to arrive at their common goal to achieve the repairs.

Having Ordered the landlord to make repairs and having guided the remedy for non-compliance with the associated Orders I find a reduction of rent is not warranted. None the less, I find that the tenant has provided sufficient evidence that the ant infestation has caused the tenant a loss of quiet enjoyment of their unit and in particular has impacted their foodstuffs. As a result, I grant the tenant nominal compensation in the amount of **\$75.00**. The tenant can choose to

either reduce a future rent in order to satisfy the amount of the award, or, through the Small Claims Court, for which I grant the tenant a Monetary Order.

**I grant** the tenant an Order under Section 67 of the Act for the amount of **\$100.00**. Only if necessary, this Order may be filed in the Small Claims Court and enforced as an Order of that Court.

### **Conclusion**

The tenant's application, in relevant part, is granted.

The landlord has been ordered to make the stated repairs.

**This Decision is final and binding on both parties.**

*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: February 01, 2017

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Residential Tenancy Branch