



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC, OLC, ERP, RP, RR

Introduction

This hearing dealt with the tenant's Application for Dispute Resolution seeking an order for repairs and emergency repairs; an order for a rent reduction and a monetary order.

The hearing was conducted via teleconference and was attended by the tenant and his agent as well as the landlord and her agent.

At the outset of the hearing the parties agreed that the landlord has recently complied with the orders set out in the previous decisions noted on the cover sheet of this decision, with one exception. The tenant submitted that they do not know if the landlord has engaged a pest control technician to deal with the rest of the residential property.

While the landlord provided testimony during the hearing that they had complied with that requirement they had provided no evidence to confirm this assertion. I allowed the landlord to submit evidence confirming engagement of a pest control technician for work on other units in the property. The landlord submitted an email from the landlord's pest control technician the same day as the hearing.

The tenant also confirmed that as a result of the February 1, 2017 decision the tenant has recovered a portion of his current claim. Specifically, the tenant has recovered the previously awarded \$525.00 for costs incurred by the tenant for pest control services. I amend the tenant's claim to be reduced from the total \$1,650.00 by \$525.00.

The tenant further clarified that their remaining claim was for a rent reduction for the months of November, December, January, February and March and until such time as the landlord has complied with all orders.

Based on the above, I amend the tenant's Application for Dispute Resolution to exclude requests for orders to make repairs and emergency repairs with the exception of the issue of pest control for the residential property.

Issue(s) to be Decided

The issues to be decided are whether the tenant is entitled to an order requiring the landlord to comply with previous decisions; to authorize a rent reduction; and to a

monetary order for compensation, pursuant to Sections 32, 65, 67, and 72 of the *Residential Tenancy Act (Act)*.

Background and Evidence

The parties agreed the tenancy began in the summer of 2011 as a month to month tenancy for a current monthly rent of \$650.00 due on the 1st of each month with a security deposit of \$325.00 paid.

In the December 16, 2016 decision the landlord was ordered to:

- No later than December 30, 2016 hire the services of a professional pest control company to treat the current rodent and insect problems in the rental unit and building, and continue the treatments until such time as the rodent and insect problem have been properly remediated and maintained;
- Seal off all remaining means of rodent and insect access in to the rental unit and other maintenance as requested by the pest control company;
- Provide the tenant with a fully operational and non-leaking refrigerator no later than December 23, 2016; and
- To properly repair two holes in the living room and patio floors no later than December 30, 2016.

The December 16, 2016 decision also allows the tenant to file for compensation for the loss of quiet enjoyment if the landlord fails to comply with the above noted orders.

As noted above, the tenant confirmed that the landlord as now complied with the above orders with one exception. The landlord had not confirmed to the tenant the landlord had hired pest control for the other units and the rest of the building.

In the email, dated the same date as the hearing (March 6, 2017) submitted by the landlord after the hearing the pest control technician wrote:

“To whom it may concern:

Treatment for cockroaches at (Residential Property) will entail a chemical treatment and a roach bait for units 103 and 204.

These units are currently unoccupied. The cost will be \$100.00 for 103 and \$125.00 for 204. For a total cost of \$225.00 + gst.

If there are any indications or signs of the cockroaches, further treatments will be applied.”

The February 1, 2017 decision, as noted above, order the tenant could recover his costs for pest control services from a rent payment and ordered the landlord to comply

with the previous orders set forth in the December 16, 2016 decision and if the landlord failed to comply the tenant remained at liberty to file a claim for reduced rent and compensation.

The tenant seeks a rent reduction and compensation in the amount of \$375.00 per month beginning in November 2016 for the landlord's failure to deal with the pest problem and failing to comply with the previous orders.

Analysis

Section 32(1) of the *Act* requires the 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 make it suitable for occupation by a tenant.

Section 62(3) of the *Act* states the director may make any order necessary to give effect to the rights, obligations and prohibitions under the *Act*, including an order that a landlord or tenant comply with this *Act*, the regulations or a tenancy agreement and an order that this *Act* applies.

I find that the landlord had failed to comply with the requirements set forth in Section 32(1) to provide and maintain property that is suitable for occupation by a tenant since the tenant first reported these problems to the landlord, as per the previous decisions.

In addition, I find the landlord completely disregarded the December 16, 2016 decision and orders until they were ordered to do so again in the February 1, 2017 decision.

Furthermore, I find that despite the email submitted by the landlord from the pest control technician that the landlord has failed to comply with the order of December 16, 2016 that required her to hire the services of a professional pest control company to treat the current rodent and insect problems in the rental unit and building, and continue the treatments until such time as the rodent and insect problem have been properly remediated and maintained.

I make this finding, in part, because the submission from the pest control technician was dated the same day as the hearing and it provides only an **estimate** to complete treatment to only two specified rental units in the residential property not the full building.

As the original order required that this order be completely fulfilled no later than December 30, 2016; the February 1, 2017 decision ordered the landlord to comply with all of the orders from the December 16, 2016 decision within 24 hours; and the landlord as submitted an estimate for the work that she only obtained on the day of the hearing for future work to be completed, I find the landlord has not complied with the order of December 16, 2016.

Based on the significant impact on the tenant's ability to live in a rental unit that was not suitable for occupancy, I find that a rent reduction of ½ of the monthly rent or \$375.00 is reasonable and appropriate.

Therefore, I order the tenant is entitled to a total retroactive rent reduction of \$1,875.00 for the months of November and December 2016 and January, February and March 2017. I also order that effective April 1, 2017 and ongoing until such time as the landlord can obtain an order from an arbitrator confirming that the final order has been complied with in full the tenant will only be required to pay rent in the amount of \$375.00 per month.

Conclusion

I find the tenant is entitled to monetary compensation pursuant to Section 67 and I grant a monetary order in the amount of **\$1,875.00** as noted above.

This order must be served on the landlord. If the landlord fails to comply with this order the tenant may file the order in the Provincial Court (Small Claims) and be 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: March 10, 2017

Residential Tenancy Branch