



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding REMAX Wine Capital Realty
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNDC, RP

Introduction

This is an application brought by the tenant requesting a monetary order in the amount of \$400.00 and requesting an order for the landlord to deal with a pest issue.

A substantial amount of documentary evidence, photo evidence, and written arguments has been submitted by the parties prior to the hearing. I have thoroughly reviewed all relevant submissions.

I also gave the parties the opportunity to give their evidence orally and the parties were given the opportunity to ask questions of the other parties.

All testimony was taken under affirmation.

Issue(s) to be Decided

The issues are whether or not the applicant has established monetary claim against the respondent, and whether or not to issue an order for the landlord to deal with the pest issue.

Background and Evidence

This tenancy began on January 15, 2017 with a monthly rent of \$800.00 due on the first of each month.

The applicant testified that the rental unit had a pest problem with both mice and ants that existed prior to his moving into the rental unit, and although he has requested that the landlords deal with the issue they have failed to do so.

The applicant further testified that the mouse infestation has been extreme to the point where he is trapping approximately 2 mice per day.

The applicant further testified that the ant problem is also extreme, with him having to kill numerous ants in his bed every night.

The applicant further stated that, he has tried numerous things get rid of the ants and the mice however he believes an exterminator should be brought in to resolve the issue.

The applicant is therefore requesting an order that the landlord ensure that the mouse and ant infestation is dealt with professionally, and is also requesting a rent reduction of 25% per month for a total of \$400.00.

The landlord testified that, during the showing of the unit and the signing of the lease, they were very upfront with the tenant about the fact that this was a rural property and there was a potential for pests.

The applicant further stated that the addendum to the tenancy agreement clearly states under section 9 that pest management is the responsibility of the tenant, and the tenant initialed this page of the agreement.

The landlord further testified that this rental unit was professionally cleaned before the tenant moved in and that they have had their contractors seal any potential entry points to the rental unit to try and resolve the pest issue.

The landlord further stated that they have spoken with a pest-control company and have been advised that due to the rural location it's very difficult to control pests.

The pest-control company advised that pests could best be controlled with trapping and poisons; however the tenant refuses the use of poisons due to his dog.

The landlord therefore believes that there is little they can do to resolve the issue and, that, since the tenant had agreed that pest management was his responsibility, he believes this application should be dismissed.

Analysis

I accept the landlord's testimony that the tenant was informed of the possibility of having to deal with pests when living in a rural location, and, it's clearly written in the addendum

to the tenancy agreement that the tenant would be responsible for dealing with pest management.

I find it very unlikely that the tenant would have initialed the addendum to the tenancy agreement had he not agreed that he would be dealing with pest management in the rental property.

The tenant has argued that, as the pest problem appeared to exist prior to his tenancy, the landlord should be responsible for resolving the problem; however I accept the landlords testimony that reasonable steps were taken to attempt to block any access to the rental unit by pests, and it is my decision therefore that it is the tenants responsibility to deal with any ongoing pest management.

Conclusion

Pursuant to section 62 of the Residential Tenancy Act this application is dismissed without leave to reapply.

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 11, 2017

Residential Tenancy Branch