



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes ERP, RP, RR

Introduction

This hearing was convened by way of conference call concerning an application made by the tenant seeking an order that the landlord make emergency repairs for health or safety reasons; for an order that the landlord make repairs to the unit, site or property; and for an order reducing rent for repairs, services or facilities agreed upon but not provided.

The tenant and an agent for the landlord attended the hearing, each gave affirmed testimony, and the tenant called one witness who gave affirmed testimony. The parties were given the opportunity to question each other and the witness.

No issues with respect to service or delivery of documents or evidence were raised.

Issue(s) to be Decided

- Has the tenant established that the landlord should be ordered to make emergency repairs for health or safety reasons?
- Has the tenant established that the landlord should be ordered to make repairs to the unit, site or property?
- Has the tenant established that rent should be reduced for repairs, services or facilities agreed upon but not provided, and specifically with respect to sewer lines and bugs?

Background and Evidence

The tenant testified that this fixed term tenancy began on February 15, 2015 and reverted to a month-to-month tenancy after the first year. The tenant still resides in the rental unit. Rent in the amount of \$650.00 per month is payable on the 1st day of each month and there are no rental arrears. At the outset of the tenancy the landlord collected a security deposit from the tenant in the amount of \$325.00 which is still held in trust by the landlord, and no pet damage deposit was collected. The rental unit is a suite on the side of a house, and another suite on the other side of the house is also tenanted. The landlord also occupies another part of the home. A copy of the tenancy agreement has not been provided, and no move-in condition inspection report was completed.

The tenant further testified that since about a month after he moved into the rental unit, flies have infested and there are still sewer flies. The tenant spoke to someone at Home Depot saying that he had flies in the bedroom, bathroom and living room. The fellow at Home Depot believed some pipes were broken and advised the tenant that a plumber has to determine that there are no breaks and then do a total flush to get rid of maggots.

The tenant talked to the landlord about it, and a plumber arrived who determined that there were 2 breaks. The landlord and his brother made the repair, but flies are still entering the rental unit and the landlord said he couldn't do anything else. The same plumber came back and found another break, and agreed that all pipes need to be replaced. Photographs of numerous bugs on a wall and window have been provided, which the tenant testified were taken on or about June 1, 2017. The landlord also saw the bugs and agreed to pull up carpet in the bedroom, but never did. The landlord also gave his wife a feather duster to get rid of flies, but there are too many. The landlord also gave the tenant Drain-O, but the tenant told the landlord there are no clogs, just bugs, which cannot be eradicated with Drain-O.

The tenant seeks an order that rent be reduced until the landlord makes the required repairs. The bugs disappear during June and July, but leave maggots. The tenant has asked 2 or 3 times per month but the landlord continues to say that he can't do anything about it, and if the tenant doesn't like it he should move out. Every day the tenant has to kill the flies and sewer flies from the bedroom and living room, and the drain in the bathroom and vacuum them all up, and has had to do so since a month after moving in. A plumber also fixed a pipe on the other suite, and the tenant is sure there are more breaks.

The tenant's witness testified that she visits the tenant, and the tenant used to live with the witness as a renter. Every winter sewer flies appear in the tenant's rental unit, and the witness is aware of what sewer flies look like. One time, during supper, a fly landed in the food, and no one was able to eat. The witness has seen the bugs in the rental unit many times, and doesn't visit as much as she used to due to the flies.

The landlord's agent testified that a plumber was called, a leak was located, and was repaired. The flies stopped. Then about 6 months later the tenant complained again, and the landlord gave the tenant half a months' rent free. That was about 7 or 8 months ago. This time, the tenant complained again and the same plumber arrived who said a joint was open on the other side of the building. Standing water remained after the repair made about 3 weeks ago, which the plumber said will take 3 or 4 weeks to dry.

The tenant thinks the landlord should replace all pipes in the house, but the landlord and the landlord's agent also live on the rental property and have no flies, nor have there been any in the other suite.

During cross examination, the tenant disputed ever telling the landlord that the flies were gone, and that the landlord ever gave the tenant half a month's rent for free.

Analysis

The *Residential Tenancy Act* requires a landlord to ensure that rental property is maintained to a standard that makes it suitable for occupation by a tenant. The parties have a contract, and to advise the tenant that he can move instead is contrary to the *Act*.

The tenant and the tenant's witness testified that numerous flies and sewer flies remain in the rental unit, and the tenant has provided photographs that I am satisfied corroborate that testimony. The parties also agree that there is standing water either in the basement or under the home. However, I am not satisfied that the tenant has established that the landlord should be ordered to replace all pipes in a rental house that contains 3 homes.

I order the landlord to retain the services of a qualified plumber to assess and repair any leaks in the pipes, and flush the lines to ensure all maggots and bugs are removed.

The tenant seeks an order reducing rent until sufficient repairs are made because the landlord has continuously denied that he can do anything about it. I find that to be justified, however the tenant also testified that the bugs disappear during June and July, or during summer months. In the circumstances, I find that the tenant's rent should be reduced by half for one month, or \$325.00, and I order that the tenant pay half a month's rent for the month of July, 2017. If the landlord should fail to make the repairs sufficient to stop the infestation by the end of September, 2017, the tenant will be at liberty to make further application.

Conclusion

For the reasons set out above, I hereby order the landlord to retain the services of a qualified plumber to assess and repair any leaks in the pipes, and flush the lines to ensure all maggots and bugs are removed.

If the landlord should fail to make the repairs sufficient to stop the infestation by the end of September, 2017, the tenant will be at liberty to make further application.

I further order that the tenant be permitted to reduce rent for the month of July, 2017 by \$325.00.

This order is final and binding and may be enforced.

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: June 20, 2017

Residential Tenancy Branch