



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding GOLDENLEVER INVESTMENTS LTD
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNDC, ERP, RP

Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* (the "Act") for:

- a monetary order for compensation for damage or loss under the Act, regulations or tenancy agreement pursuant to section 67; and
- an order that the landlord make repairs to the rental unit pursuant to section 33.

The landlord did not attend this hearing which lasted approximately 20 minutes. The tenant appeared and was given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses.

The tenant testified that she served the corporate landlord at their business address with the application for dispute resolution and evidence by registered mail on December 4, 2017. The tenant provided a Canada Post tracking number as evidence of service. The online tracking system shows the package was delivered. I find that the landlord was deemed served in accordance with sections 88, 89 and 90 of the *Act* on December 9, 2017, five days after mailing.

Issue(s) to be Decided

Is the tenant entitled to a monetary award as claimed?
Should the landlord be ordered to make repairs to the rental unit?

Background and Evidence

The tenant provided undisputed evidence regarding the following facts. This tenancy began in June, 2017. There is no written tenancy agreement. The monthly rent is \$900.00 payable by the first of the month.

The tenant testified that she has sought the landlord to make certain repairs to the rental unit, but the landlord has not attended to their requests. The tenant submitted into written evidence a copy of a letter dated July 7, 2017 as evidence that they have made requests to the landlord for repairs. The tenant presently seeks that the landlord:

- Repair an ongoing leak in the bathroom originating from the ceiling fan.
- Repair or replace the refrigerator which overcools and freezes food.
- Attend to the mold in the bathroom.
- Perform pest control to deal with an infestation of bed bugs and cockroaches in the rental unit.

The tenant submitted photographs showing the condition of the rental unit in support of the application for repairs. The photos show water marks all over the ceilings of the bathroom as well other rooms of the rental suite. The tenant testified that the landlord has failed to perform and repairs or maintenance despite the requests made. The tenant said that because of the landlord's failure to take reasonable action they have suffered a loss of quiet enjoyment of the rental suite. The tenant testified that while they continue to occupy the rental suite and the bathroom can be utilized there is a pervasive odor of mold. The tenant said that their refrigerator ruins most of their groceries. Two of the tenant's beds have had to be discarded due to the bed bug infestation.

Analysis

Section 32 (1) of the Act states that:

A landlord must provide and maintain residential property in a state of decoration and repair that

- (a) complies with the health, safety and housing standards required by law, and
- (b) having regard to the age, character and location of the rental unit, makes it suitable for occupation by a tenant.

Residential Tenancy Act Regulations Schedule 8, in relevant part, states:

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 in relevant part states a landlord is responsible for pest control.

The tenant provided undisputed evidence as the landlord did not attend this hearing. I accept the undisputed evidence that the landlord failed to complete the full repairs requested by the tenant. I accept the undisputed evidence of the tenant on the nature and scope of the deficiencies. I find that there is sufficient evidence to show that the repairs requested by the tenant is not simply a matter of preference but necessary to ensure the rental suite complies with health, safety and housing standards. Based on the tenant's testimony and evidence I find it appropriate to issue the following order for repairs.

I Order the landlord to complete the following repairs within 8 weeks following the date of this decision.

- Repair the leaks in the rental suite from the ceiling
- Repair or replace the refrigerator.
- Attend to the mold infestation in the bathroom.
- Address the management of bed bugs and cockroaches in the tenant's rental unit as reasonable in the discretion of a pest control professional.

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

I find that the tenant has provided sufficient evidence that the failure of the landlord to perform repairs and address the ingress of pests 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 \$150.00.

Conclusion

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

The landlord is ordered to make the stated repairs.

The tenant is provided with a monetary order in the amount of \$150.00.

The tenant may reduce a future rent in order to satisfy the amount of the award or choose to enforce the order through the Small Claims Division of the Provincial Court. Should the landlord fail to comply with these Orders, these Orders may be filed in the Small Claims Division of the Provincial Court and enforced as Orders 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: February 6, 2018

Residential Tenancy Branch