



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding KS & SY Hung Holdings LTD  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      RP, RR

### Introduction

This hearing dealt with an Application for Dispute Resolution by the tenant to have the landlord make repairs to rental unit, and to reduce rent for repairs.

Both parties appeared.

### Preliminary and Procedural matter

Rule 2.3 of the Residential Tenancy Branch Rules of Procedure authorizes me to dismiss unrelated disputes contained in a single application. In these circumstances the tenant indicated several matters of dispute on the Application for Dispute Resolution, the most urgent of which is the application for repairs. I find that not all the claims on this Application for Dispute Resolution are sufficiently related to be determined during these proceedings. I will, therefore, only consider the tenant's request for repairs. The balance of the tenant's application is dismissed, with leave to reapply.

### Issue to be Decided

Should the landlord be ordered to make repairs?

### Background and Evidence

The tenancy began on January 1, 2019. Rent in the amount of \$1,440.00 was payable on the first of each month. A security deposit of \$700.00 was paid by the tenant. A copy of the tenancy agreement was provided.

The tenant testified that they seek the following repairs. Treatment for silverfish, and mice, to replace a water damage shelf, to add a bedroom closet door.

### Silverfish

The landlord testified that they have never been notified that there was an issue with silverfish prior to receiving the tenant's application. The landlord stated that they will attend the rental unit on Wednesday, April 8, 2020, at 11:00am to treat the rental unit. The landlord stated that the tenant must be out of the rental unit for 5 hours after the treatment is applied.

The tenant responded that they will wait in their car, if necessary, while the landlord treats the rental unit.

### Mice

The tenant testified that there is a mouse issue since last summer which has not been resolved and the landlord is doing nothing about the problem.

The landlord testified that the building is 70 years old and they have a regular routine for baiting mice which starts in the August before the next nesting season. That they did attend the tenant's unit on August 29, 2019, and the tenant was informed that the tenants need to address the clutter, clothing on floor and remove any food sources. The landlord stated they set traps at that time.

The landlord stated that since they are going to be at the rental unit on April 8, 2020, they will inspect the rental unit for mice, and if necessary, take additional action, such as placing bait traps, snap traps and using steel wool to discourage nesting. The landlord stated they will follow up with the tenant and conduct a second inspection two weeks after April 8, 2020, to again assess the situation.

The tenant argued that their unit is clean, and they are not attracting the mice.

### Stain on shelf

The tenant testified that the shelf under the kitchen sink is stained from water damage and needs to be replaced.

The landlord testified that the kitchen shelf under the sink is stained, which is not noted on the move-in condition inspection report and could be from the tenant. The landlord stated that the shelf is sturdy and safe and they are not prepared to replace it. The landlord stated that they would see if they can remove the staining using bleach.

The tenant responded they have scrubbed the stain already and it cannot be removed.

#### Bedroom closet door

The tenant testified that there is no door on the bedroom closet. The tenant stated that they do not like the open concept, as people can see into their closet. The tenant stated that the landlord agreed that they would install a door.

The landlord testified that the rental unit was provided as open concept and there were no closet doors anywhere in the unit. The landlord stated that they have installed a custom hallway closet door to accommodate the tenant's request. The landlord stated that the tenant was given two options for the bedroom, one was a plastic accordion door or a barn style door, which the tenant preferred the barn door option. The landlord stated that the tenant was told that a custom barn door would take time and the owners have to also consider the cost.

The landlord testified that they only agree to install the door to have a better relationship with the tenant as they are not obligated to make improvements to the rental unit as this is not a repair issue. The landlord stated that they are able to obtain and install the door by May 8, 2020.

The tenant responded that they believe that having a closet door is a material term of the tenancy.

#### Communication

The parties agreed that the best way to communicate is by text message.

#### Analyst

Based on the above, the testimony and evidence, and on a balance of probabilities, I find as follows:

## **Landlord and tenant obligations to repair and maintain**

**32** (1)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.

(2)A tenant must maintain reasonable health, cleanliness and sanitary standards throughout the rental unit and the other residential property to which the tenant has access.

### Silverfish

I am not satisfied that the tenant notified the landlord prior to making their application that they had an issue with silverfish. The landlord has agreed to treat the rental unit on April 8, 2020. Therefore, I decline to make any orders at this time. Should the landlord failed to treat the premise for silverfish, I grant the tenant leave to reapply.

### Mice

The evidence of the landlord was they have a regular routine for pest control (mice) which starts in August of each year. The landlord agreed to inspect the tenant's unit on April 8, 2020, and if necessary, provide suitable treatment, such as bait traps, and will follow up with an additional inspection two weeks later. I find this reasonable.

Therefore, I decline to make any orders at this time. Should the landlord fail to inspect and if necessary, treat for mice, I grant the tenant leave to reapply.

### Kitchen shelf

I am not satisfied that the shelf under the kitchen is a health or safety issue. This is a stain, which can be expected in any residence. The landlord is not required to replace items simply because they are stained. Should the stain be unsatisfactory to the tenant, the tenant is at liberty to use a shelf liner. Therefore, I dismiss this portion of the tenant's application without leave to reapply.

### Bedroom closet door

The tenant rented the premise that was an open concept, which included no closet doors. Although, I accept the tenant does not like the open concept; however, the Act does not give me the authority to make the landlord do improvements that were not negotiated as a term of the tenancy (material term) prior to the tenancy starting. There is no such written agreement.

While I accept the landlord has agreed to do this improvement for the benefit of the tenant and this may be taking longer than what the tenant feels is acceptable; however, these are improvements in which the landlord has no obligation to do. I find there is no authority for me under the Act, to order the landlord to make these cosmetic improvements. These are not a health, or safety concern. Therefore, I dismiss this portion of the tenant's application without leave to reapply.

Although, I have found the landlord is under no obligation to make improvements. It is expected that the landlord will add the closet door as agreed upon at the hearing to better the landlord tenant relationship.

### Communication

Both parties at the hearing stated that text messaging is the preferred method of communication, this would include the request for repairs and notices of inspection.

While text message is not an approved method of serving documents, under section 88 of the Act, I find it appropriate to allow this method of service in addition to any other method under section 88 of the Act, pursuant to section 71 of the Act. This is only permitted while the tenancy is in effect.

### Conclusion

The tenant's application to have the landlord replace the kitchen shelf and add a bedroom closet door is dismissed without leave to reapply. The tenant's application for

pest control treatment is dismissed with leave to reapply, if the landlord fails to treat the unit for silverfish or mice as agreed upon.

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 16, 2020

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Residential Tenancy Branch