



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes ERP, FFT

Introduction

This hearing was scheduled to deal with a tenant's application for orders for emergency repair order. Both parties appeared or were represented at the hearing and had the opportunity to be make relevant submissions and to respond to the submissions of the other party pursuant to the Rules of Procedure.

I confirmed that the parties had exchanged their respective hearing documents and materials upon each other, and I admitted their materials into evidence.

Shortly after the hearing commenced, I reviewed the definition of "emergency repairs", as provided under section 33(1) of the Act, with the tenant and asked the tenant whether there were any outstanding "emergency repairs" as of the time of the hearing. The tenant stated that the landlord had made a number of repairs after he served the landlord with this Application for Dispute Resolution and the only outstanding issue is treatment for spiders. Having spiders is not an emergency repair issue but both parties were prepared to deal with the matter, so I attempted to facilitate an agreement with respect to the spiders. I was able to facilitate an agreement and I have recorded it by way of this decision.

The tenant also indicated he was seeking authorization to withhold rent until repairs are made. I was not willing to entertain a request to authorize the tenant to withhold his monthly rent of \$2,800.00 for having spiders as it would be unreasonable to do so and there was no other amount put forth by the tenant. The tenant indicated that he ought to be compensated with respect to past inconvenience for having to wait to have other repairs made. I did not have a monetary claim before me, and I informed the tenant that he may pursue a monetary claim by filing another Application for Dispute Resolution and setting out such a claim.

I informed the parties that I would consider awarding the tenant recovery, in full or part, of the filing fee and the parties provided evidence with respect to previous repair requests made by the tenant and the repairs made.

Issue(s) to be Decided

1. What is the agreement with respect to treating the rental unit for spiders?
2. Award of the filing fee.

Background and Evidence

During the hearing the tenant complained that they have an excessive number of spiders in the rental unit, especially in the finished basement. The landlord acknowledged there were a few spiders. In any event, the parties agreed to the following:

1. The landlord shall arrange for a licensed pest control technician to inspect and treat the rental unit, which may include spraying pesticide, to reduce the number of spiders in the rental unit.
2. The landlord shall give the tenant the instructions of the pest control technician with respect to the tenant's obligation to prepare the rental unit and their possessions for treatment, if any, and any requirement to leave the rental unit for a specific amount of time during and after treatment.
3. The tenant promises to follow the pest control technicians' instructions and will ensure he and any other occupant of the rental unit leaves the rental unit for the period of time specified by the pest control technician.

With respect to determining which party shall bear the cost of the filing fee, and with a view to avoiding future disputes concerning repairs, I heard from both parties with respect to previous repair requests and the landlord's responses to those requests.

Both parties provided consistent testimony that after the tenant filed his Application for Dispute Resolution the landlord made several repairs to the rental unit, including repairing pipes in the bathroom vanity, the roof, the door in the family room, an electrical issue in the family room, the garage door, and the laundry washing machine.

The tenant argued he has had to make numerous requests for the landlord and file this Application for Dispute Resolution before repairs are made. The tenant stated the

landlord is difficult to communicate with (the parties do not speak the same language) and often delays or has excuses for not making a repair in a timely manner. The tenant suggested the landlord get a property manager.

The landlord stated he did have property manager in 2016 and 2017 and there were repairs made to the property in 2017 that he thought were resolved and he was not made aware of further need for repairs until much more recently. After ending the property management contract, the landlord has managed the property himself and claims to have responded to the tenant's requests for repairs, but the tenant has made it difficult to facilitate repairs because the tenant complains the repairperson is not professional enough and/or speaks a different language.

The landlord acknowledged his English is very limited. During the hearing he had his young son translating for him. The tenant questioned whether it is appropriate to have the landlord's son translating for the landlord and suggested the landlord engage the services of a property manager. The landlord's son stated that until more recently his older brother had been translating for his father but his older brother recently moved out of the family home so he is translating for the hearing but that his father can also use Google Translate. I declined to entertain an order that the landlord hire a property manager just because the landlord's ability to communicate in English is limited. However, I asked the landlord to provide the best method for the tenant to communicate with him, to which the landlord responded written communication is best, either by email or letter, so that he can have it translated electronically or by someone.

The tenant's wife stated that a repairperson sent by the landlord took a couple of hours to make a repair and she could not monitor his progress because he did not speak English. The tenant's wife was of the position that repairpersons hired by the landlord should be professionals one can find on Google.

The landlord pointed out that the tenant withheld February 2020 rent for a number of days and that is not permissible. The tenant acknowledged he did so but subsequently learned that he could not do so because of outstanding repair issues. I cautioned the tenant that a tenant may not withhold rent from a landlord where they have outstanding repair issues unless the tenant has been given authorization from an Arbitrator to do so. The tenant indicated he understood.

Analysis

Pursuant to section 63 of the Act, I have the authority to assist parties in reaching a settlement agreement during the hearing and to record the agreement in the form of a decision or order.

I have accepted and recorded the agreement reached by the parties during this hearing with respect to the treatment of spiders and I make the term(s) an Order to be binding upon both parties. To avoid a future dispute between the parties, I further order: the deadline for having the rental unit inspected and treated for spiders is within 30 days of the date of this decision. I further order the tenant, or his wife, not interfere with the landlord's efforts to have the treatment accomplished.

Also with a view to avoiding future disputes, I strongly suggest to the parties that they communicate in writing by email or letter as follows. When the tenant determines a need for a repair, the tenant should put the request in writing, including the date of the repair request, and send it to the landlord by mail or email. Upon receipt of the tenant's written communication, the landlord should acknowledge receipt of the request and take action to inspect and/or remedy the issue within a reasonable amount of time. The landlord should communicate to the tenant the expected timeframe to accomplish the repair and if there is a delay or difficulty in obtaining services of a qualified tradesperson, I suggest the landlord also communicate that to the tenant so that the tenant is informed of the landlord's progress in dealing with the matter.

I further order that the tenant or his wife not interfere with the landlord's efforts to remedy a repair issue. It is within the landlord's right to select the person to make the repair and it is not upon the tenant or his wife to monitor the repairperson's actions or progress. If a repair is made but is unsatisfactory, I suggest the tenant raise that issue to the landlord's attention so that the landlord may follow up with additional measure. If the landlord will not revisit the issue the tenant may make an Application for Dispute Resolution for further remedy.

As for recovery of the filing fee, I order that both parties shall share the cost of the fee equally. Accordingly, I authorize the tenant to make a one-time deduction of \$50.00 from next month's rent payment to recover this award.

Conclusion

The parties reached an agreement with respect to treatment of spiders in the rental unit.

I have issued suggestions and orders to the parties with respect to their agreement and avoiding future disputes.

The parties shall share equally in the cost of the filing fee paid for this Application for Dispute Resolution. To recover the tenant's award, I authorize the tenant to make a one-time deduction of \$50.00 from next month's rent.

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 07, 2020

Residential Tenancy Branch