



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes FFT, RP, OLC, RR

Introduction

This hearing dealt with a tenant's application for repair orders, orders for the landlord to comply with the Act, regulations or tenancy agreement, and authorization to reduce rent payable.

At the outset of the hearing, I explored service of hearing documents and materials upon each other. I was satisfied the parties exchanged their respective documents and materials upon each other. The tenant confirmed he could view the content of the digital device the landlord served upon him. Accordingly, I admitted the parties' respective hearing documents and materials into evidence.

Both parties appeared or were represented at the hearing and had the opportunity to make relevant submissions and to respond to the submissions of the other party pursuant to the Rules of Procedure.

Preliminary and Procedural Matters

The tenant referred to two repair issues in filing his Application for Dispute Resolution: a malfunctioning fridge and mice. The tenant stated the malfunctioning fridge has been repaired or replaced and he does not require a repair order with respect to the fridge. The tenant stated that he is still seeing signs of mice in the rental unit and he continues to seek repair orders with respect to exterminating the mice.

In making his claim for a rent reduction, the tenant indicated he was seeking compensation of \$2,100.00. The tenant provided a Monetary Order worksheet; however, the space provided for indicating amount(s) claimed was left blank. The tenant did not otherwise provide a detailed calculation or sufficiently set out the basis for his claim of \$2,100.00 with his hearing documents and I dismissed his request for a rent

reduction or monetary compensation with leave to reapply. I suggested to the tenant that before reapplying for compensation he made a reasonable determination of his losses and approach the landlord with a view to resolving the issue between themselves first.

Issue(s) to be Decided

Is it necessary and appropriate to issue orders with respect to pest control?

Background and Evidence

The one year fixed term tenancy started on December 15, 2019. The monthly rent is \$1,400.00 payable on the first day of every month.

During the hearing, the tenant repeatedly stated that there was not a move-in inspection report prepared at the start of the tenancy. The property manager stated that she was out of town when the tenant moved in and she offered to do one after he moved in and when she returned. In any event, it was undisputed that a move-in inspection report was not prepared at any time. I have recorded the fact that there was no move-in inspection report since it appeared very important to the tenant that the absence of a move-in inspection report be noted even though the tenant acknowledged that he did not see any evidence of a mouse or mice when he moved in and unpacked his possessions and placed his kitchen wares in the cupboards.

The tenant testified that on January 9, 2020 he found mouse droppings in the lower kitchen cupboards. He notified the property manager by way of a letter dated January 9, 2020 and requested the landlord hire professional cleaners and exterminators to rectify the issue. The tenant set a deadline of January 31, 2020 for the landlord to accomplish this. On January 13, 2020 the property manager attended the unit with her partner to clean the cupboards (although the tenant was of the opinion the property manager's cleaning was insufficient), filled holes with spray foam, and left four mouse traps with the tenant.

The tenant described baiting the traps with peanut butter and oats and placing two traps by the stove, one trap on the kitchen countertop, and one trap was placed by his furniture where he had seen a mouse. The tenant testified that no mice have been caught in the traps.

On January 21, 2020, via email, the tenant reported to the property manager that there were no signs of rodent activity since he placed the traps; however, on January 27, 2020 the tenant reported to the property manager that he had just seen evidence of rodent activity. The property manager responded the same day, via email, by offering to provide more traps to the tenant and arrange to fill any more holes the tenant may have found. The tenant responded to the property manager, via email, as follows:

“P.S. "Landlords must provide rental units that meet health and safety standards required by law", that includes renting suites free from rodent infestation, which your suite clearly is not.”

The tenant proceeded to file this Application for Dispute Resolution on January 28, 2020 and sent his proceeding package to the landlord on January 29, 2020. On January 31, 2020 the tenant notified the landlord, via email, that her offer for more traps would not be a solution since he already had traps set.

As requested in his letter of January 9, 2020 and the tenant's Application for Dispute Resolution, the tenant seeks the landlord provide the services of a professional cleaner and a professional exterminator. The landlord is of the position that there is not an infestation and that the services of a professional cleaner and exterminator are not warranted.

In hearing from the parties and upon review of their materials, it was apparent that since the tenant filed his Application for Dispute Resolution the parties reached a stale mate with respect to the appropriate course of action and the landlord has not made further requests to inspect the rental unit or set traps. The tenant testified that he continues to see evidence of mice in the rental unit.

During the hearing, the property manager stated that she has had good success in dealing with mice in other units when traps are placed in certain locations, making sure to place traps near openings around the radiant heater pipes, along rodent travel ways, and food sources. I informed the landlord that it is the landlord's obligation to deal with pests and that it may not be appropriate or sufficient to merely leave traps with a tenant to leave it upon the tenant to bait and set traps. The property manager was agreeable to baiting, setting and placing traps in the rental unit with a view of achieving better success in catching mice in the retaliate. The landlord did not object to my suggestion that the landlord is also responsible for checking the traps, cleaning the traps of deceased mice and re-baiting and re-setting the traps.

The tenant stated that he understands that dealing with pest control would necessitate regular and frequent entries into his rental unit and that he was willing to give consent for entry, with advance notice, by way of email or phone call.

Analysis

Section 32 of the Act places obligations on both parties to repair and maintain a rental unit, including the following requirements:

- 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.

There was no opposition that the presence of pests in a rental unit such as mice commands action to eliminate their presence within the rental unit. Ordinarily, the obligation to deal with elimination of pests is a landlord responsibility although a tenant is obligated to ensure his actions are not unnecessarily attracting pests or providing a habitat that makes the elimination difficult.

In this case, the landlord does not dispute that it is the landlord's responsibility to deal with the mice that have entered or continue to enter the rental unit. The issue under dispute is whether the landlord's efforts are sufficient.

The landlord has filled holes and provided mouse traps which is appropriate; however, I find the landlord fell short of its obligations in leaving the tenant to bait, set and place the traps.

The tenant takes the position that a professional exterminator is required; however, I find that request, at this time, is excessive since I find there are further efforts the landlord may undertake before resorting to hiring a professional exterminator.

The landlord indicated willingness to bait, set and place the mouse traps in the rental unit and check the traps, clean the traps and re-bait and set the traps as necessary. I find that course of action to be a reasonable at this point in time and I make the following orders to the parties:

Effective immediately upon receipt of this decision, I order:

- 1. Upon obtaining the tenant's consent to enter the rental unit or in accordance with a written 24 notice of entry, the landlord shall:**
 - a. Bait, set and place mouse traps in the rental unit.**
 - b. Inspect the rental unit for any points of entry by mice and fill the holes.**
- 2. On a regular basis, the landlord shall inspect the traps to determine they are sufficiently baited, set and placed.**
- 3. The tenant shall notify the landlord immediately upon a mouse being caught in a trap or seeing evidence of mice in the rental unit; and provide such information to the landlord if requested by the landlord.**
- 4. The landlord shall remove any trapped mice or dead mice from the rental unit upon notification or determination that a mouse has been caught or found dead.**
- 5. The tenant shall not interfere with the landlord's efforts to deal with elimination of the mice from the rental unit.**

The above described orders will require the landlord to enter the rental unit on a frequent basis. To gain entry to the rental unit, the landlord shall either: (a) obtain the tenant's consent to enter or (b) give the tenant a written 24 hour notice of entry that complies with section 29(1)(b) of the Act.

Section 29(1)(b) provides as follows:

- (b) at least 24 hours and not more than 30 days before the entry, the landlord gives the tenant written notice that includes the following information:
 - (i) the purpose for entering, which must be reasonable;
 - (ii) the date and the time of the entry, which must be between 8 a.m. and 9 p.m. unless the tenant otherwise agrees;

Should the landlord's efforts to reduce or eliminate the rodents from the rental unit prove ineffective within a reasonable amount of time, it is expected that the landlord shall escalate its efforts, which may include hiring a professional exterminator.

Should the landlord's efforts to eliminate the rodents from the rental unit within a reasonable amount of time and the landlord does not escalate its efforts sufficiently, the tenant may make another Application for Dispute Resolution.

As for the tenant's request for "professional cleaning", I find that request not sufficiently supported. I was not provided evidence that paying a cleaner is would result in a better outcome than cleaning affected areas on a regular basis with a disinfecting solution.

As for the filing fee, I am of the view the tenant was unreasonable in his demands and very quick to file this Application for Dispute Resolution before the deadline he set for the landlord. I am also of the view that the landlord could have done more to deal with the presence of mice, such as baiting, setting and placing the mouse traps instead of just leaving them with the tenant. Therefore, I order both parties to share in the filing fee equally. Since the tenant paid the filing fee, I award the tenant recovery of one-half or \$50.00. To satisfy this award, the tenant is authorized to make a one-time deduction of \$50.00 deduction from rent payable to the landlord.

Conclusion

I have issued orders to the parties with respect to pest control.

The tenant's request for a rent reduction or monetary claim is dismissed with leave to reapply if the parties cannot resolve that issue between themselves.

I have awarded the tenant recovery of one-half, or \$50.00, of the filing fee he paid for this Application for Dispute Resolution. The tenant is authorized to make a one-time deduction of \$50.00 from a subsequent month's rent payment to satisfy this award.

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 08, 2020

Residential Tenancy Branch