



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

**Dispute Codes:** MNR, RR, RP, MNDC, FF

### **Introduction**

This hearing dealt with an application by the tenant, pursuant to the *Residential Tenancy Act*, for an order to have repairs done, for a reduction in rent, for compensation and for the recovery of the filing fee.

Both parties attended this hearing and were given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses. The parties represented themselves. The landlord was accompanied by legal counsel.

As both parties were in attendance, I confirmed service of documents. The parties confirmed receipt of each other's evidence. I find that the parties were served with evidentiary materials in accordance with sections 88 and 89 of the *Act*.

Both parties provided extensive documentary evidence. I have considered all the written evidence and oral testimony provided by the parties but have not necessarily alluded to all the evidence and testimony in this decision.

### **Issues to be decided**

Has the landlord fulfilled her responsibilities as a landlord with regard to maintenance and repairs? Is the tenant entitled to a rent reduction, compensation and the filing fee?

### **Background and Evidence**

The tenancy started on August 01, 2019. The rental unit is one of four units located in a duplex. The monthly rent is \$850.00 due on the first of each month and does not include utilities.

The tenant testified that when she made her application for dispute resolution, she was seeking an order directing the landlord to carry out repairs of the appliances and address the rodent problem. The tenant agreed that at that time, the dishwasher and the laundry machines were operational but did not work efficiently. The tenant confirmed that she was never without the use of these appliances.

The tenant informed me, that prior to this hearing, the laundry machines were replaced with new machines and that an exterminator had taken care of the rodent problem. The tenant stated that the dishwasher still needed some attention as it did not work efficiently. During the hearing the landlord agreed to take action to resolve the issue.

During the hearing the tenant clarified that the rent reduction she is seeking is \$250.00 off her rent for the months of July to October 2020 for the problems she faced using inefficient appliances and for the rodent problem.

The landlord stated that the appliances were always operational but agreed that the dishwasher was old and inefficient. The landlord provided a detailed account of the action she took after every complaint the tenant made regarding the rodent problem. The landlord had the holes in the house filled, cleaned the kitchen of food scraps, and set traps. The landlord purchased wooden and electronic traps. The landlord stated that getting an exterminator to treat the unit prior to the end of May, was difficult due to the duplex having 4 sets of tenants who had to be notified and due to the pandemic.

### **Analysis**

Section 32 of the *Residential Tenancy Act*, addresses the landlord and tenant obligation to repair and maintain the rental unit. The landlord must provide and maintain the rental property in a state of decoration and repair that complies with the health, safety and housing standards required by law.

I find that the landlord fulfilled her obligations by acting on the complaints she received, in a timely manner. The delay in getting an exterminator was partially due to the directives and orders issued by the Province during the pandemic. I also find that the appliances were always operational, and that tenant was never without the use of the appliances.

At the time of the hearing the tenant's complaints had all been addressed and the landlord agreed to service or replace the dishwasher.

Based on the sworn testimony of both parties, I find that the tenant has not proven that the landlord failed to meet her obligations under the *Act* with regard to maintaining services and facilities that are essential to the tenant's use of the rental unit as living accommodation.

I further find based on the sworn testimony of both parties, that the tenant has not proven negligence on the part of the landlord. Therefore, I find that the tenant is not entitled to a rent reduction.

Since the tenant has not proven her claim, she is not entitled to the recovery of the filing fee.

### **Conclusion**

The tenant's application is dismissed.

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 12, 2020

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Residential Tenancy Branch