



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      RP, RR, MNDCT, FF

### Introduction

This hearing dealt with an Application for Dispute Resolution by the tenants for to have the landlord make repairs, for a rent reduction, for a monetary order and to recover the cost of the filing fee.

The tenants attended the hearing. As the landlords did not attend the hearing, service of the Notice of Dispute Resolution Hearing was considered.

The Residential Tenancy Branch Rules of Procedure states that the respondents must be served with a copy of the Application for Dispute Resolution and Notice of Hearing.

The tenants testified the Application for Dispute Resolution and Notice of Hearing and evidence were sent by registered mail sent on October 29, 2020. The tenants stated that it was received by the landlords.

Section 90 of the Act determines that a document served in this manner is deemed to have been served five days later. I find that the landlords have been duly served in accordance with the Act.

### Issue(s) to be Decided

Should the landlord be ordered to make repairs to the rental unit?

Are the tenants entitled to a rent reduction?

Are the tenant entitled to monetary compensation?

### Background and Evidence

The tenancy began on October 3, 2020. Rent in the amount of \$2,500.00.00 was payable on the first of each month. A security deposit of \$1,250.00 was paid by the tenants.

The tenant's claim as follows:

a.	Cleaning cost	\$ 139.90
b.	Cost to patch rodent holes \$36.10 x3	\$ 108.03
c.	Food delivery	\$ 603.96
d.	Filing fee	\$ 100.00
	<b>Total claimed</b>	<b>\$ 951.89</b>

The tenants testified that they took possession of the rental unit on October 3, 2020 and were slowing moving their belongings into the premise. The tenants stated it was not until October 10, 2020, that they were actually living in the premise.

The tenants testified that on October 5, 2020, while moving some of their belonging into the rental unit and doing some extra cleaning they discovered mice feces in one of the kitchen drawers. The tenants stated that they notified the landlord by text message of their findings.

Filed in evidence is a copy of the text message, which reads,

"We've been doing a lot of extra cleaning- lots of marks and smudges on the walls. Also found mouse dropping, did you know about that?"

[Reproduced as written.]

The tenants testified that on October 8, 2020, they had a mouse run across the stove top.

The tenants testified that on October 19, 2020, they sent a formal written request to the landlord for an exterminator. The tenants stated on October 20, 2020 that the landlord responded to that request.

Filed in evidence is a copy of a text message from the landlord that in part reads,

"... we are trying to arrange for an exterminator. Due to COVID not many people are available".

[Reproduced as written.]

The tenants testified that on October 22, 2020 the exterminator attended to rectify the problem, which they were told that the mice activity should be eliminated in a week.

The tenants testified that they were told by the exterminator that the holes that the mice were using to access the premise needed to be filled and at the end of the week the kitchen area would have to be properly cleaned.

The tenants testified that the landlord did not follow the advise of the exterminator to fill the holes as a result they had to purchase supplies, such as steel wool and make the repair on their own to ensure they would have no further issue with mice accessing the rental unit. The tenants stated they made three trips to the store to buy supplies for the same items; however, they only have one receipt. Filed in evidence is a receipt.

The tenants stated that they should be entitled to recover the cost of supplies to make the repair and reasonable labour.

The tenants testified that at the advice of the exterminator they waited the one week for the treatment of mice to be effective and then had the kitchen cleaned. The tenants stated that this was a cost they would not have incurred if there were no mice in the unit when they moved in. filed in evidence is a receipt for cleaning.

The tenants testified that because there was a mouse issue in the kitchen and they saw one run across the stove, they did not feel the kitchen was safe to prepare or cook food. As a result, they had food delivered, which exceeded the amount of \$603.96. Filed in evidence are some receipt, which show that food was purchased, taxes, deliver fees and tips were paid for.

The tenants confirmed they were able to use the oven, which they did on occasion.

The tenant submit they should also be entitled to a rent reduction.

### Analysis

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

Section 7(1) of the Act states that if a landlord or tenant does not comply with the Act, regulation or tenancy agreement, the non-comply landlord or tenant must compensate the other for damage or loss that results.

Section 7(2) of the Act stated that a landlord or tenant who claims compensation for damage or loss that results from the other's non-compliance with this Act, the

regulations or their tenancy agreement must do whatever is reasonable to minimize the damage or loss.

Section 67 of the Act provides me with the authority to determine the amount of compensation, if any, and to order the non-complying party to pay that compensation.

**Section 32** (1) of the Act 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.

In this case, the tenants took possession of the premise on October 3, 2020 at that time there was no evidence of mice. On October 5, 2020, the tenants found mice feces and notified the landlord. The text message filed in evidence does not request an exterminator or repairs.

On October 19<sup>th</sup> the tenants sent the landlord a written request to have an exterminator attend. The landlord responded on October 20, 2020, that they have been trying to arrange for an exterminator, but due to the pandemic this was difficult. The exterminator attended on October 22, 2020. That is within 10 days of the tenants moving into the premise and within 3 days of their written request.

Based on the above, I find the landlord did rectify the problem within a reasonable time once they were notified of a problem existed. I cannot find any breach of the Act by the landlord as they are entitled to a reasonable time to make any repairs and they do not have any control of when a service provider is available. Therefore, I find it not necessary to make any orders for repairs against the landlord and in any event this issue is resolved.

Although I have found no breach of the Act by the landlord when dealing with the tenants' request for an exterminator; however, I find it was not unreasonable for the tenants to have the kitchen properly cleaned after the problem was resolved. The tenants would not have incurred this cost if there were no mice in the unit at the start of the tenancy, even though I accept the landlord was unlikely aware of the issue until notified. Therefore, I find the tenants are entitled to recover cleaning costs in the amount of **\$139.90**.

I am also satisfied that the tenants filled holes as recommended by the exterminator to stop the access of mice getting into the premise. While this was the landlord's responsibility, I find it was not unreasonable that the tenants made this repair to mitigate any future problems with mice.. I find the amount the tenants paid for supplies is reasonable. I find the tenants are entitled to recover the cost in the amount of \$108.03. I further find that the tenants are entitled to reasonable labour for two hours to fill the holes in the amount of \$50.00. Therefore, I find the tenants are entitled to recover the total amount of **\$158.08**.

In this case the tenants are seeking cost of food delivery for this period of time. As I have previously found the landlord has not breached the Act, I find the tenants are not entitled to compensation. Further, I find the landlord is not responsible to feed the tenants or their family, pay for delivery costs, taxes or tips given on such services.

While I accept there may have been mice in the kitchen and on one occasion a mouse ran across the stove before they actually moved in; however, that does not stop the tenants from storing food in sealed containers. I also find it highly unlikely that mice could access food stored in the refrigerator or freezer compartment.

Further, the countertop could have been sanitized by washing before food preparation and cooked in the oven, on stovetop or in a microwave. I find the claim for food delivery is unreasonable and the amount is also excessive. Therefore, I dismiss this portion of the tenants' claim.

I further find that tenants are not entitled to a rent reduction as I previously found the landlord did not breach the Act, as the mice were exterminated within a reasonable time once the landlord was made aware of the problem. Temporary inconvenience is not grounds for compensation. Therefore, I dismiss this portion of the tenants' claim.

Based on the above, I find that the tenants have established a total monetary claim of **\$397.98** comprised of the above described amounts and the \$100.00 fee paid for this application.

I authorize the tenant's a one-time rent reduction in the above noted amount from a future rent payable to the landlord to recover this monetary award.

### Conclusion

The tenants are granted a monetary order. The tenants are authorized to deduct the awarded amount from a future rent payable to the landlords.

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: January 14, 2021

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Residential Tenancy Branch