



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      RR, RP, FFT

### Introduction

On December 29, 2020, the Tenant applied for dispute resolution under the *Residential Tenancy Act* (“the Act”) seeking the following relief:

- for an order for the Landlord to make repairs to the rental unit.
- to allow the Tenant to deduct the cost of repairs, services, or facilities from the rent.
- to recover the cost of the filing fee.

The matter was scheduled for a teleconference hearing. The Tenant and the Landlord’s agent (“the Landlord”) were present at the hearing. At the start of the hearing I introduced myself and the participants. The hearing process was explained. The evidence was reviewed and confirmed received by each party. The parties were provided with an opportunity to ask questions about the hearing process. They were provided with the opportunity to present affirmed oral testimony and to make submissions during the hearing. The parties were cautioned the recording the hearing is prohibited.

I have reviewed all oral and written evidence before me that met the requirements of the rules of procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

### Preliminary and Procedural Matters

During the hearing the Tenant withdrew her claim requesting an order for the Landlord to make repairs to the rental unit or property.

The hearing proceeded on the Tenant’s claim for a rent reduction.

### Issues to be Decided

- Is the Tenant entitled to deduct the cost of repairs, services, or facilities from the rent?
- Is the Tenant entitled to recover the cost of the filing fee?

### Background and Evidence

The Landlord and Tenant testified that the tenancy began on September 1, 2020 as a one-year fixed term tenancy. Rent in the amount of \$2,225.00 is to be paid to the Landlord by the first day of each month. The Tenant paid the Landlord a security deposit of \$1,112.50 and a pet damage deposit of \$1,112.50.

### Rent Reduction

The Tenant is seeking a 25 % rent reduction retroactive for the month of October 2020 and a rent reduction of \$100.00 per month from November 2020 onwards to the current date.

The Tenant testified that in October 2020 she noticed a problem with mice in the rental unit. She testified that she observed a mouse in her Livingroom and droppings behind her fridge in October 2020.

The Tenant testified that she notified the Landlord about the issue on October 18, 2020 and that the Landlord responded the same day. She testified that the Landlord attended the rental unit three days later and sealed holes in the kitchen area and set up traps.

The Tenant testified that a pest control company was hired in October 2020 and they set traps outside on the residential property. She testified that there was no inspection of her unit and no sanitization of her unit.

When the Tenant was asked if she had requested that the Landlord sanitize /clean the rental unit, she replied no.

The Tenant testified that it has been awhile since she has seen a mouse in her unit. She testified that mice in walls disturb her sleep.

When the Tenant was asked if she reported hearing mice in her walls to the Landlord and she replied no.

The Tenant stated that she wants a rent reduction of \$100.00 each month because of the continued disturbance of having mice in the walls and from an odor that was present due to mice.

In reply, the Landlord testified that she does not feel that the Tenants claim is reasonable. She stated that she attended the rental unit right away and sealed all holes in the unit; she reimbursed the Tenant for the purchase of some traps; and she followed up with the Tenant on a couple of occasions and the Tenant did not report any further mouse issues to her.

The Landlord testified that the Landlord entered into a contract with a pest control company and had traps placed outside and inside the rental property in certain locations. A building treatment was conducted in January 2021. The Landlord provided a copy of an invoice dated October 22, 2020 for hiring a pest control company. The Landlord provided a copy of a service agreement with a pest control company that runs from October 2020 to September 2021.

The Landlord testified that there is a large construction site located a block away from the rental property that has disturbed the mice causing them to move elsewhere. The Landlord testified that the Landlord did their best and hired professionals and dealt with the issue right away and that compensation to the Tenant is not warranted.

The Landlord stated that building fumigation was not possible.

The Tenant stated that she is happy with the January 2020 building treatment that was completed.

### Analysis

The Residential Tenancy Branch Policy Guideline # 6 Entitlement to Quiet Enjoyment deals with a Tenant's entitlement to quiet enjoyment of the property that is the subject of a tenancy agreement. The Guideline provides:

*A landlord is obligated to ensure that the tenant's entitlement to quiet enjoyment is protected. A breach of the entitlement to quiet enjoyment means substantial interference with the ordinary and lawful enjoyment of the premises.*

*A tenant may be entitled to compensation for loss of use of a portion of the property that constitutes loss of quiet enjoyment **even if the landlord has made reasonable efforts to minimize disruption to the tenant in making repairs or completing renovations.*** [my emphasis]

The Residential Tenancy Branch Policy Guideline #16 Compensation for Damage or Loss addresses the criteria for awarding compensation. The Guideline provides:

*Damage or loss is not limited to physical property only, but also includes less tangible impacts such as:*

- *Loss of access to any part of the residential property provided under a tenancy agreement;*
- *Loss of a service or facility provided under a tenancy agreement;*
- **Loss of quiet enjoyment;**
- *Loss of rental income that was to be received under a tenancy agreement and costs associated; and*
- *Damage to a person, including both physical and mental*

[my emphasis]

*The purpose of compensation is to put the person who suffered the damage or loss in the same position as if the damage or loss had not occurred. It is up to the party who is claiming compensation to provide evidence to establish that compensation is due.*

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

I find that it is more likely than not that the Landlords did not do something to cause a problem with mice on the rental property. To clarify this finding, there is no evidence before me that the Landlords were negligent in some way such as leaving food on the residential property which attracted mice.

I find that the Landlord responded immediately to the Tenant's complaint. Entry points were blocked, and traps were purchased, and a contract with a pest control company was in place by October 22, 2020.

I find that other than the one occasion where a mouse was spotted in the unit, the Tenant did not indicate any other sightings of mice in the unit. The Landlord testified that the Tenant did not report further concerns when the Landlord followed up with her. The Tenant did not report a concern about hearing mice in walls to the Landlord.

While I find that observing a mouse and seeing droppings in the unit is concerning, and perhaps unsettling, the Tenant did not provide strong evidence on the impact the mouse had on her loss of enjoyment of the rental property. I find that the Tenant had full use of the rental unit. I find that any loss of enjoyment of the rental unit is very minimal.

I find that the amount of \$550.00 being sought as a rent reduction for October 2020 is not a reasonable amount of compensation. I award the Tenant \$100.00 for October 2020. Since the Landlord responded immediately and had a professional pest management company dealing with the problem, I decline to award a further rent reduction to the Tenant.

Section 72 of the *Act* gives me authority to order the repayment of a fee for an application for dispute resolution. As the Tenant was partly successful with her application, I order the Landlord to repay the \$100.00 fee that the Tenant paid to make application for dispute resolution.

The Tenant has established a monetary claim against the Landlord in the amount of \$200.00. I authorize the Tenant to deduct \$200.00 from one future rent payment.

### Conclusion

The Tenancy was disturbed for a short period of time due to the presence of mice at the rental property that entered the Tenant's rental unit and I find that the Tenant is entitled to a small rent reduction.

I authorize the Tenant to deduct the amount of \$200.00 from one (1) future rent payment.

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: March 31, 2021

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Residential Tenancy Branch