



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes RP, FF

Introduction

This hearing convened to deal with the tenant's application for dispute resolution (application) seeking remedy under the Residential Tenancy Act (Act). The tenant applied on May 15, 2022 for an order requiring the landlord to make repairs to the rental unit and to recover the cost of the filing fee.

The tenant and the landlord attended, the hearing process was explained, and they were given an opportunity to ask questions about the hearing process. All parties were affirmed.

The parties were informed that recording of the hearing was prohibited and that any recording device should be turned off.

Thereafter the parties were provided the opportunity to present their evidence orally and to refer to relevant evidence submitted prior to the hearing, and make submissions to me.

I have reviewed all oral, written, and other evidence before me that met the requirements of the Residential Tenancy Branch (RTB) Rules of Procedure (Rules). However, not all details of the parties' respective submissions and or arguments are reproduced in this Decision. Further, only the evidence specifically referenced by the parties and relevant to the issues and findings in this matter are described in this Decision, per Rule 3.6.

Words utilizing the singular shall also include the plural and vice versa where the context requires.

Preliminary Matters-

Both parties submitted a significant amount of evidence for this hearing. The landlord raised concerns about their ability to access the tenant's digital evidence. The tenant submitted they provided the landlord with their digital evidence on a DVD, due to the past allegations by the landlord that they could not access their digital evidence.

The matter of the evidence was discussed at length. I find the landlord was not sufficiently clear as to why they could not open the tenant's evidence. I find the tenant's evidence was served as required, and I elected to proceed on the hearing, due to the landlord's insufficient evidence that they were unable to access the tenant's digital evidence. I note that I ultimately was able to make a decision on the merits of the tenant's application, using the parties' oral evidence and the confirmed received evidence of the parties.

I also note that the tenant submitted a significant amount of evidence to the RTB both the day before the hearing and 13 days in advance of the hearing. The tenant submitted that some of her evidence submitted the day prior to the hearing, referred to an alleged assault by the landlord and sister. The tenant also confirmed that this evidence was outside the point of this dispute. I have excluded this evidence and not reviewed it, as it was not relevant to the tenant's application.

The Rules require that all available evidence must be filed with an applicant's application and served on the other party in one package. The Rules also state that any other evidence must be submitted when it becomes available. Finally, the Rules require that all other evidence must be received by the RTB and the respondent not less than 14 days before the hearing.

I find the tenant's evidence submitted to the RTB less than 14 days prior to the hearing was not compliant with the Rules. Further, I opened one of the many pieces of evidence in which the tenant labeled, "Mice_15"; however, that evidence was a text message between the parties about an issue with heating. I therefore find I could not rely on the accuracy of the tenant's evidence.

For these reasons, I have excluded from consideration the tenant's late evidence, as the tenant failed to comply with the Rules and some of the evidence was confirmed not related to the issues at hand.

I note that the parties' evidence showed a history of past dispute resolution proceedings and much of the parties' evidence related to other disputes.

Issue(s) to be Decided

Is the tenant entitled to repairs to the rental unit and recovery of the cost of the filing fee?

Background and Evidence

The undisputed evidence was that the tenancy began on April 1, 2019, and that the monthly rent is \$750. The tenant submitted that her rental unit is a room in a multi-unit home. The tenant submitted that currently there are 9 tenants living in the 3-floor home.

In their application, the tenant submitted the list of the repairs for which the application pertained, as follows:

- mice infestation,
- no lock and no handle on rear sliding door,
- lack of physical separation between suite (rental unit) and kitchen,
- large hole in rear fence,
- illegal front door lock,
- holes in fence covered up with large mound of broken twigs which create major fire hazard (mound of dried twigs sitting there for years, especially dangerous baking in the sun).

The tenant confirmed that the lock and handle on the rear sliding door, one large hole in the back fence, and the mound of twigs were no longer issues, as the landlord had dealt with those matters.

Mice issue –

The tenant submitted that the house has a mouse infestation, and that the landlord has not sufficiently addressed the matter. The tenant submitted videos of mice in the apartment. The tenant submitted that she is still seeing mouse droppings all over the countertops. The tenant submitted that the landlord's attempts to resolve the rodent infestation have not been successful as even now they are still seeing mouse droppings. The tenant confirmed notifying the landlord in writing of the issue.

The landlord submitted that they contracted an exterminator who has treated the residential property for mice. The landlord submitted that the exterminator visited the residential property at least 4 times, but that the tenants did not cooperate in cleaning the house. The landlord submitted that the exterminator will not return to treat the property as the tenant was recording the visit. The landlord submitted that they talked to 6 other tenants and no mice issues were reported. The landlord submitted that other tenants have complained about the tenant forcing them to sign papers.

The landlord submitted a document which was on a letterhead from a pest control company, the latest one being dated June 27, 2022. This document was a statement that was signed with an illegible signature, and with the word “exterminator” written below the signature. On this document, the letter writer wrote, *“I visited this house and I did mice removal in this house. I visited 3 times and used all techniques to control mice but the tenant who live there are not cleaning the house so not possible to finish and control mice especially one (“*”) girl stubborn who is making problem and was also making my video again and again”*.

[Reproduced as written except for anonymizing identifying information]

Connecting wall –

The tenant submitted that the landlord should be required to close the gap between her dividing bedroom wall and the kitchen. The tenant submitted that the gap intrudes on her privacy, as other tenants and people can see into her rental unit from the kitchen. Additionally, the tenant said that because there is a gap in her wall, she is bothered by cooking smells, smoke, cold weather when the sliding door opens, and others’ conversations.

The tenant testified that the landlord has removed their common area and erected walls there to move in two additional tenants.

The tenant submitted photographs of the wall.

The landlord submitted that they planned on contacting the city where the rental unit is located and have an inspector come to the rental unit.

Holes in the backyard fence –

The tenant submitted that the landlord fixed one of the large holes in the fence, but not the other one. The tenant said that the holes should be repaired so that no one could access the backyard who did not live there. The tenant submitted photographs of the fence.

The landlord submitted that the holes were repaired and submitted photographs of the fence.

Front door lock –

The tenant submitted that the front door was illegal according to fire department safety codes, as the door requires a key to exit the premises. The tenant referred to a print-out from the building codes, stating that the present lock requires “special knowledge”, but the door should readily open from the interior for safety reasons. The tenant submitted photographs of the door lock.

The landlord submitted that she has the doorknob that way as other tenants complained about the front door being left open.

Analysis

Based upon the relevant evidence and a balance of probabilities, I make the following findings:

Section 62(3) of the Act gives me authority to make any order necessary to give effect to the rights, obligations, and prohibitions under this Act, including an order that a landlord or tenant comply with this Act, the regulations or a tenancy agreement and an order that this Act applies.

Section 32 of the Act requires that a landlord must provide and maintain a rental unit in a state of repair that complies with the health, safety, and housing standards required by law and having regard for the age, character and location of the rental unit, makes it suitable for occupation by a tenant.

Mice issue –

I find the landlord submitted insufficient evidence that the issue with a mice infestation has been satisfactorily addressed.

I have reviewed the statements from the pest control company and find them neither compelling nor persuasive. The last document was merely a written statement addressing alleged issues with the tenant here, such as not cleaning the property. This statement did indicate they did a “mice removal”, with no explanation as to what that meant. Overall, I found this statement vague and confusing. I therefore find the landlord submitted insufficient evidence that the mice infestation has been correctly and sufficiently addressed.

For this reason, I **ORDER** the landlord to hire a licensed, bonded, and insured pest control company within 7 days of this Decision to perform a proper and thorough inspection of the residential property and complete a report with recommendations. I find the letter of April 27, 2022, used wording indicating a perceived bias against the tenant. For this reason, I also **ORDER** that the landlord obtain the services of a different pest control company apart from the one used as shown in their evidence.

I **ORDER** the landlord to comply with the pest control company’s recommendations or course of treatment plan **within three (3) days** of receiving the recommendations or course of treatment.

I **ORDER** the landlord to provide the tenant with a copy of the pest control company’s report immediately and receipt or documents that establishes the course of treatment has been completed.

I **ORDER** the tenant to fully cooperate with the pest control company when attending the residential property for inspection and treatment and to not interfere. One way the tenant may be perceived to be interfering is by recording by audio or video the pest control’s inspection or attendance. Everyone is entitled to their right of privacy.

In the event the landlord fails to comply with these **ORDERS**, the tenant is at liberty to file another application for dispute resolution and seek an order reducing her monthly rent until such treatment or remediation, in its entirety, has been completed.

Connecting wall –

I have reviewed the photographs of the wall between the tenant’s room and the kitchen and find it troubling. I find the gap to be unreasonable and deprives the tenant of her right to privacy afforded her under section 28 of the Act. From my view of the

photographs, I find that others could see the tenant within her rental unit or listen to her private conversations.

From my review of the photographs, it does not appear that this wall is a firewall and looks to be only a temporary wall, at best, taking some of the kitchen space. I find that this matter is an urgent fire and safety issue.

I am unable to order the landlord to close the gap in the wall, as there is uncertainty whether connecting a wall to a window violates the local safety, fire and/or building codes.

For this reason, I **ORDER** the landlord to immediately, **within one (1) day** of this Decision, contact the building inspector's office for the city in which the rental unit is located to inspect this wall to determine whether the walls comply with local fire, safety and building codes.

I **ORDER** the landlord to issue any report to the tenant immediately upon the landlord's receipt of this report, and following that receipt, I **ORDER** the landlord to begin and follow any recommendations or directions of the city inspector, immediately, **within one (1) day** of the date of the report.

The tenant testified that the landlord has removed their common area and erected walls there to move in two other tenants. If true, I find this removal of the common area troubling. As the matter was raised by the tenant at the hearing, I also **order** the landlord to show the city inspector the walls of the other units located in the former common area of the residential property to address building code issues, if any. Considering that one of the tenant's walls appears to be temporary and not a firewall, I have safety and fire concerns about the additions and whether they have firewalls.

Holes in the backyard fence –

I find the evidence shows that the landlord addressed the holes in the backyard fence. I also consider this request to be more in the way of a cosmetic issue. For this reason, I do not order the landlord to make further repairs to the backyard fence.

Front door lock –

I find the tenant submitted sufficient evidence to show that the front door lock requiring a key to exit the front door does not permit the door to be readily opened. I find evidence to support this interior key lock violates the fire and building codes, putting all the tenants at risk.

I **ORDER** the landlord to immediately, **within one (1) day** of this Decision, replace the front door lock and replace it with a lock conforming to fire and building codes.

As the tenant's application had merit, I grant the tenant recovery of their filing fee of \$100. The tenant is authorized to deduct \$100 from a future monthly rent payment in satisfaction of their monetary award. The tenant should notify the landlord when this deduction is being made.

Conclusion

The tenant's application has been largely granted as I have issued specific orders to the landlord to address the requests for repairs and granted recovery of their filing fee.

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*. Pursuant to section 77(3) of the Act, a decision or an order is final and binding, except as otherwise provided in the Act.

Dated: August 2, 2022

Residential Tenancy Branch