



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OLC, FFT

Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* (the *Act*) for:

- an Order directing the landlord to comply with the *Act*, regulation or tenancy agreement, pursuant to section 62; and
- authorization to recover the filing fee for this application from the landlord, pursuant to section 72.

The landlord did not attend this hearing, although I left the teleconference hearing connection open until 1:54 p.m. in order to enable the landlord to call into this teleconference hearing scheduled for 1:30 p.m. The tenant attended the hearing and was given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses. I confirmed that the correct call-in numbers and participant codes had been provided in the Notice of Hearing. I also confirmed from the teleconference system that the tenant and I were the only ones who had called into this teleconference.

The tenant confirmed her email addresses for service of this decision and order.

The tenant testified that she served the landlord with a copy of this application for dispute resolution and her evidence via registered mail on May 11, 2022. The tenant provided the Canada Post Tracking number in this hearing, and it is located on the cover page of this decision. I find that the landlord was deemed served with the above documents on May 16, 2022, five days after their mailing, in accordance with sections 88, 89 and 90 of the *Act*.

Issues to be Decided

1. Is the tenant entitled to an Order directing the landlord to comply with the *Act*, regulation or tenancy agreement, pursuant to section 62 of the *Act*?
2. Is the tenant entitled to recover the filing fee for this application from the landlord, pursuant to section 72 of the *Act*?

Background and Evidence

While I have turned my mind to the documentary evidence and the testimony of the tenant, not all details of the tenant's submissions and arguments are reproduced here. The relevant and important aspects of the tenant's claims and my findings are set out below.

The tenant provided the following undisputed testimony. This tenancy began on July 1, 2017 and is currently ongoing. Monthly rent in the amount of \$832.00 is payable on the first day of each month. A security deposit of \$400.00 was paid by the tenant to the landlord. A written tenancy agreement was signed by both parties and a copy was submitted for this application.

The tenant testified that she is seeking an order that the landlord comply with section 32 of the *Act*, and deal with the rodent problem at the subject rental property.

The tenant testified that the subject rental property has always had some mice but that during the pandemic, the problem got significantly worse. The tenant testified that she verbally first notified the landlord about the mouse problem in 2020 and has since written to the landlord about the mouse problem, but he has not rectified it.

The tenant entered into evidence a letter from the tenant to the landlord dated February 19, 2021. The letter references a previous letter (February 8, 2021) about mice and requests the landlord attend to the issue. The tenant testified that the landlord wrote back to her in a letter dated February 23, 2021 and blamed her for the presence of pests, which she testified is not true. The February 23, 2021 letter was entered into evidence and states:

After several consultations by me, [redacted] (repairman), and 5 visits by pest control; you have failed to follow our instructions. None of your 3 neighbours

have mice problems. We can no longer pay for inspections if you do not follow our orders.

The tenant testified that while the landlord has in the past hired pest control to inspect the unit, he did not follow through with the treatments the pest control companies recommended and so the mice problem was never rectified.

The tenant testified that on April 26, 2022 of this year she wrote the landlord requesting pest control. The tenant testified that the landlord responded on April 26, 2022. The April 26, 2022 letter was entered into evidence and states in part:

- You pay the lowest rent in the building
- We have had pest control visit you on five occasions. You did not follow his instructions.
- If you want pest control you must book it yourself and pay for it

The tenant testified that she has followed pest control instructions, but the landlord has refused to pay for follow up treatment to deal with the mouse problem. The tenant entered into evidence recent photographs of mice droppings in the subject rental property.

The tenant testified that the mouse problem is ongoing and that the landlord has not yet exterminated the mice.

Analysis

Section 62(3) of the *Act* of the *Act* states:

The director may 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(1) of the *Act* states:

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.

Residential Tenancy Policy Guideline #1 (PG #1) states:

The landlord is generally responsible for major projects, such as tree cutting, pruning and insect control.

I find that pest control is similar in nature to insect control. I find that pursuant to section 32(1) of the *Act* and PG #1, the landlord is responsible for pest control.

I accept the tenant's undisputed testimony that there is a mouse problem at the subject rental property. I accept the tenant's undisputed testimony that the landlord has failed to deal with the mouse problem and has failed to hire pest control for the duration required to remedy the problem. I find that the above failure constitutes a breach of section 32(1) of the *Act*.

Pursuant to section 62(3) of the *Act*, I order the landlord to comply with section 32 of the *Act* and to hire pest control to eradicate the mouse problem. I order the landlord to follow the extermination protocol recommended by a professional pest control company.

Section 65(1)(f) of the *Act* states

65 (1) Without limiting the general authority in section 62 (3) [*director's authority respecting dispute resolution proceedings*], if the director finds that a landlord or tenant has not complied with the Act, the regulations or a tenancy agreement, the director may make any of the following orders:

- (f) that past or future rent must be reduced by an amount that is equivalent to a reduction in the value of a tenancy agreement;

I find that the landlord's breach of section 32 of the *Act* has reduced the value of the tenancy agreement by 20%. Pursuant to section 65(1)(f) of the *Act*, I order that future rent, effective October 1, 2022, be reduced by 20% (\$166.40) until the landlord exterminates the mice at the subject rental property. If the mice are exterminated part way through a month, then rent will return to the normal rate the

following month. To be clear, the tenant's rent will be \$665.60, due on the first day of each month, effective October 1, 2022, until the mice at the subject rental property are exterminated.

Conclusion

The landlord is ordered to hire professionals to exterminate the mice at the subject rental property.

The tenant is awarded a 20% rent reduction effective October 1, 2022 until the mice at the subject rental property are exterminated.

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: September 7, 2022

Residential Tenancy Branch