



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing

DECISION

Dispute Codes MNRT MNDCT RP FFT

Introduction

This dispute relates to the tenant's Application for Dispute Resolution (application) seeking remedy under the *Residential Tenancy Act* (Act) for the following:

1. Regular repairs to the unit,
2. \$335.30 for roach invoice and mouse traps,
3. \$1,100 for sectional couch damage and white couch (severed as indicated below)

The parties listed on the cover page of this decision attended the teleconference hearing. The parties gave affirmed testimony, were provided the opportunity to present their evidence in documentary form prior to the hearing and to provide testimony during the hearing. Only the evidence relevant to my decision has been included below.

After service was addressed, the hearing continued. Words utilizing the singular shall also include the plural and vice versa where the context requires.

Preliminary and Procedural Matters

Residential Tenancy Branch (RTB) Rules of Procedure (Rules) Rule 2.3 authorizes me to dismiss unrelated disputes contained in a single application. In this circumstance the tenant indicated several matters of dispute on the application, the most urgent of which is the application for repairs and the related invoices for roaches and mouse traps. I find that not all the claims on the application are sufficiently related to be determined during this proceeding. I will, therefore, only consider the tenant's request for repairs, roach and mouse trap costs and the filing fee at this proceeding. The balance of the tenant's application is **dismissed, with leave to re-apply**.

The parties confirmed their email addresses at the outset of the hearing. The parties confirmed their understanding that the decision would be emailed to both parties.

Issues to be Decided

- Are the tenants entitled to a monetary order?
- Are the tenants entitled to the filing fee?

Background and Evidence

A copy of the tenancy agreement was not provided. The parties claim the tenancy began in January 2020.

At the outset of the hearing the tenant confirmed that repairs are no longer required as the landlord has since repaired the issue related to pests since the application was filed. As a result, I will not consider that aspect of the application further.

Regarding the tenants' request for \$335.30 for an invoice for roach and mouse traps, the tenant admitted that their first email to the landlord was on December 25, 2022. The date of treatment listed on the invoice submitted was November 24, 2022.

The parties were advised that I would not be granting the costs to the tenant as the email to the landlord was after the treatment was already paid for by the tenant, which I will address further below.

Analysis

Based on the documentary evidence and the oral testimony provided during the hearing, and on the balance of probabilities, I find the following.

Firstly, I find the tenant has failed to provide sufficient evidence that the landlord breached the Act, Regulation or tenancy agreement. At the very least, I would have expected the tenants to have sent a letter or email to the landlord to complain about pests before contacting a pest control company themselves and paying for treatment.

In the matter before me, the tenant admitted that it was not until December 25, 2022, that the tenants advised the landlord by email of pest issues. Therefore, I find the tenants are not entitled to have pest control costs reimbursed by the landlord as I find the tenants prematurely hired someone that they should have provided the landlord the ability to deal with and failed to do so.

As such, I dismiss the application due to insufficient evidence, without leave to reapply.

I decline to grant the filing fee as the application was dismissed.

Conclusion

The tenant's application is dismissed in full without leave to reapply due to insufficient evidence.

This decision will be emailed to both parties.

This decision is final and binding on the parties, unless otherwise provided under the Act, and 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: May 31, 2023

Residential Tenancy Branch