



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNR MNDC ERP RP PSF RR FF

### Introduction

This hearing dealt with an application by the tenants for monetary compensation for the cost of emergency repairs and other monetary compensation, as well as for orders for emergency repairs and repairs and an order that the landlord provide services or facilities required by law. Both tenants and an agent for the landlord participated in the teleconference hearing.

During the tenancy, the tenants confirmed that they no longer required emergency repairs, repairs or an order that the landlord provide services or facilities required by law. I therefore dismissed those portions of the tenants' application.

### Issue(s) to be Decided

Are the tenants entitled to monetary compensation as claimed?

### Background and Evidence

The tenancy began on November 1, 2010, with monthly rent in the amount of \$705. The rental unit is an apartment in a multi-dwelling building.

The evidence of the tenants was as follows.

In December 2010 the tenants first noticed a mouse problem in their rental unit. They also had problems with the toilet spurting water whenever they flushed it. On December 28, 2010 the tenants wrote a letter to the landlord to inform them of these problems with their rental unit. The landlord did not reply to the letter, so on February 25, 2011 the tenants wrote a second letter to the landlord. The landlord did not reply to the second letter either, so on March 14, 2011 the tenants sent the landlord a third letter. By that time, the mouse problem had escalated to the point where the tenants could not use their kitchen at all, and they were constantly cleaning up mouse droppings.

On March 15, 2011 a plumber attended at the rental unit to assess the problem with the toilet, and determined that there was nothing wrong with the toilet. A pest control company also attended, and placed poisonous bait which they informed the tenants would take a few weeks to work. On March 16, 2011 the tenants wrote another letter to the landlord, informing them that the landlord needed to address the mouse and toilet problems immediately.

The landlord then had the toilet replaced and the mouse hole sealed. However, the mice broke through the sealed hole in the kitchen as well as made a new hole in the bathroom. The tenants had mice running over their feet at night when they used the bathroom. They could hear mice running in the walls whenever they were in the living room, they could not use the kitchen, the tenants lost food and personal possessions that the mice destroyed, and they had to constantly clean the mouse droppings. On March 21, the tenants requested compensation from the landlord totalling \$1,012.44. In a letter dated March 23, 2011 the landlord offered to compensate the tenants \$307.44 for the cost of food, traps and the pantry that they claimed, but refused the tenants' request for a rent reduction, on the basis that it was not the landlord's fault that mice appeared in the tenants' suite.

On March 28, 2011 the tenants wrote another letter to the landlord, stating that the hole behind the stove had been improperly sealed, and the tenants would be taking the matter to the Residential Tenancy Branch. The landlord did not respond to this letter.

On May 27, 2011 the tenants paid the pest control company to properly seal the mouse holes. After that date, the tenants had no further mouse problems.

In one further incident, the tenant's fridge broke down on July 10, 2011. The tenants attempted to contact the landlord, but no one came, and the tenants' food in the fridge had to be thrown out.

The tenants have claimed monetary compensation as follows:

- 1) \$932.46 for lost food, damaged personal items, cleaning costs, mousetraps and steel wool, all related to damage caused by the mice and attempts by the tenants to address the mouse problem
- 2) \$246.40 for the pest control company to attend and properly close the mouse holes on May 27, 2011
- 3) \$1410 for reimbursement of 50 percent of rent for 4 months, on the basis that the tenants lost use of 50 percent of their rental unit for the months of February through May 2011

- 4) \$25 for spoiled food when the landlord did not repair the broken fridge on July 10, 2011

The landlord's response was as follows.

The landlord acknowledged that she neglected things for a few months and did not respond to the tenants until after receiving their third letter, in March 2011. The landlord then replaced the toilet, and had the pest control company attend. The landlord had received complaints about mice from other tenants in January 2011, and needed to deal with the problem for the building. The pest control company told the landlord that the best way to deal with the mice would be with poison, which would take a few weeks to work. The landlord offered to let the tenants break the lease, but the tenants refused. The landlord offered the tenants compensation of \$307.44 for the tenants' cost of food, traps and the pantry. The tenants declined this offer, and stated that they would be bringing the matter to the Residential Tenancy Branch. Communication between the landlord and the tenants stopped at that point.

### Analysis

In considering the documentary, photographic and testimonial evidence, I find as follows.

The evidence clearly shows that the tenants had a serious mouse problem, and that they first informed the landlord of the problem on December 28, 2011. The landlord did not respond to the tenants until mid-March 2011. The landlord's efforts to close the mouse holes were not effective, and the landlord failed to rectify the situation even after the tenants informed the landlord of the ongoing problem. I find that the tenants are entitled to monetary compensation of \$932.46 as claimed for their lost food, damaged personal items, cleaning costs, mousetraps and steel wool. I also find that the tenants are entitled to recovery of \$246.40 as claimed for hiring the pest control company to properly close the mouse holes.

In regard to the tenants' claim for reimbursement of 50 percent of their rent for loss of use of 50 percent of their rental unit for four months, I find that the tenants did not provide sufficient evidence that they lost all use of 50 percent of their rental unit for that time period. I accept the tenants' testimony that they were unable to use the kitchen at all, that there were problems with the toilet that went unattended for four months, and that they could not comfortably use the living room. I therefore find that the tenants lost use of 30 percent of their rental unit for the four months in question, and are entitled to reimbursement of 30 percent of their rent for that period of time. Additionally, I find that

the tenants suffered a loss of quiet enjoyment for four months, and they are entitled to compensation equivalent to 20 percent of their rent for that time period. The tenants are therefore entitled to a total of \$1410 for loss of use of 30 percent of their unit for four months and loss of quiet enjoyment for four months.

I find that the tenants did not provide sufficient evidence to support their claim for lost food when the fridge broke down on July 10, 2011. I therefore dismiss that portion of their application.

As the tenants' application was mostly successful, I find that they are entitled to recovery of the \$50 filing fee for the cost of their application.

### Conclusion

I grant the tenants an order under section 67 for the balance due of \$2638.86. This order may be filed in the Small Claims Court and enforced as an order of that Court.

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: August 19, 2011.

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Residential Tenancy Branch