



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OLC, MNDC

Introduction

This hearing was convened in response to an application by the Tenant pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. A Monetary Order for compensation - Section 67; and
2. An Order for the Landlord to comply - Section 67.

The Landlord and Tenant were each given full opportunity under oath to be heard, to present evidence and to make submissions.

Issue(s) to be Decided

Is the Tenant entitled to an order for compliance?

Is the Tenant entitled to compensation?

Background and Evidence

In a Decision dated December 16, 2016 the Landlord was ordered, inter alia, to make repairs to the unit in relation to pests and to replace a fridge. In that Decision the Tenant was given leave to reapply, inter alia, for compensation in relation to pest controls costs.

The Tenant states that the Landlord has not complied with any of the orders and that although the Tenant gave the Landlord a copy of the pest control bill the bill has not been paid. The Tenant has not paid the bill either. The Tenant seeks an order for the

Landlord to comply with the orders and compensation of \$525.00 for the cost of the pest control.

The Landlord's Agent states that they do not agree with the orders and will not carry them out. The Landlord's Agent states that they will not hire a pest control company because there are no pests. The Landlord's Agent states that they will go to the Supreme Court to have the orders overturned. The Landlord's Agent states that the unit was sealed for rodents prior to the Decision. The Tenant states that the Landlord has not sealed the baseboards for cockroaches. The Tenant states that they are concerned that the Landlord's Agent has a volatile temper and has harassed or will harass the Tenant.

Analysis

Section 77 of the Act provides that a decision or an order of the director is final and binding on the parties. As the previous Decision making the orders for the Landlord to repair is final and binding I may not consider any evidence or argument against the orders contained in the previous Decision. As the Landlord has already been ordered to make repairs and as the Landlord has not made any repairs as ordered I give the Tenant leave to reapply for compensation and a rent reduction should the Landlord not make the repairs or comply with the orders within 24 hours of this hearing.

Section 94.1 of the Act provides that a person may be ordered to pay a monetary penalty if the person has failed to comply with a decision or order of the director. If the Landlord fails to make repairs to the unit as ordered causing the Tenant to make yet another application I recommend that consideration be given to the levy of a monetary penalty against the Landlord. The Landlord is informed that an administrative penalty up to \$5,000.00 per day may be levied for each day that the Landlord fails to comply with an order.

Section 28 of the Act provides that a tenant is entitled to quiet enjoyment including, but not limited to, freedom from unreasonable disturbance. Noting the attitude displayed by the Landlord at the hearing but given that no claim has been made in relation to harassment, should the Landlord harass the Tenant in relation to this or any previous decision or order the Tenant remains at liberty to make an application seeking compensation in relation to losses that may occur as a result of harassment or any other behavior that unreasonably disturbs the Tenant.

Section 7 of the Act provides that if a landlord does not comply with this Act, the regulations or their tenancy agreement, the non-complying landlord or tenant must compensate the other for damage or loss that results. Accepting that the unit has an infestation, that the Tenant obtained pest control services to address the infestation, and that the Landlord was provided with the bill but has not paid this bill I find that the Tenant is entitled to reimbursement for the amount owed to the pest control company. I order the Tenant to therefore deduct **\$525.00** from future rent payable and to provide the Landlord with a copy of the paid invoice or receipt from the pest control company for this amount when making the deduction from the rent.

Conclusion

I order the Tenant to deduct \$525.00 from future rent payable and to provide the Landlord with a copy of the pest control paid invoice for the month that the rent is reduced by the \$525.00. 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: February 1, 2017

Residential Tenancy Branch