



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Ministry of Housing

## **DECISION**

Dispute Codes      RP RR MNDC

### Introduction

This hearing was convened as a result of the Tenant's Application for Dispute Resolution. A participatory hearing, by teleconference, was held on March 31, 2023. The Tenant applied for multiple remedies under the *Residential Tenancy Act* (the "Act").

Both sides attended the hearing and provided affirmed testimony. All parties were provided the opportunity to present evidence orally and in written and documentary form, and to make submissions to me. Both parties confirmed receipt of each other's documentary evidence and the Landlord received the Tenant's Notice of Dispute Resolution Proceeding. No service issues were raised.

The Landlord opined that he believes the person at the hearing for the Tenant was in fact the Tenant's mother, based on the voice. The Tenant confirmed, under oath, that she is in fact the Tenant, as named on this application. Without further evidence demonstrating the person at the hearing was not the Tenant, I am satisfied that it was the Tenant present, as she provided clear and compelling responses to the accusations. I find it more likely than not that it was the Tenant who was present at the hearing.

Both parties were provided the opportunity to present evidence orally and in written and documentary form, and to make submissions to me. I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

### Preliminary and Procedural Matters

The Tenant applied for multiple remedies under the *Act*, a number of which were not sufficiently related to one another.

Section 2.3 of the Rules of Procedure states that claims made in an Application must be related to each other and that arbitrators may use their discretion to dismiss unrelated claims with or without leave to reapply.

After looking at the list of issues before me at the start of the hearing, I determined that the most pressing and related issues deal with whether or not repairs to the rental unit are required. As a result, I exercised my discretion to dismiss all of the grounds the Tenants applied for, with leave to reapply, with the exception of the following claim:

- Is the Tenant entitled to an order requiring the Landlord to make repairs to the rental unit?

The remainder of the Tenant's application is dismissed, with leave to reapply.

### Issue(s) to be Decided

- Is the Tenant entitled to an order requiring the Landlord to make repairs to the rental unit?

### Background and Evidence

Both parties provided a substantial amount of conflicting testimony during the hearing in relation to multiple different issues with the tenancy. However, in this review, I will only address the facts and evidence which underpin my findings and I will only summarize and speak to points which are essential in order to make my findings about the need for repairs. Not all documentary evidence and testimony will be summarized and addressed in full, unless it is pertinent to my findings.

The Tenants testified that she moved into the building June 1, 2021, and that monthly rent was \$1,600.00 until January 2023, when it was increased to \$1,625.00. The Tenant stated that she is seeking a repair order to fix the damage caused to her couch by the mice in her rental unit, and also an order for the Landlord to address the mice issue in her rental unit.

The Tenant asserts that she has had an issue with mice in her unit since about a month after she moved in, and she has lost lots of food, and has had to clean up dead mice several times over the last couple of years. The Tenant stated that most of her complaints to the Landlord have been via text message and some verbally, and it wasn't until October 2022 that she started to put her concerns in writing, via email, more formally. The Tenant provided copies of the emails and text messages she sent, and stated that the Landlord has not followed up, sufficiently, and the infestation with mice continues to this day.

The Tenant stated that she has young children, and she is concerned that all of the mice droppings will lead to an illness, given the mice leave feces and urine all over her belongings, in beds, couches, and clothing.

The Tenant provided some photos of the droppings, the bait traps and some of the damages caused by the mice. The Tenant stated that she hired a pest control company to come last April and they set a few bait traps, and then followed up a month later. They confirmed that there was bait missing from the traps, and that any solution to the problem would likely require repairs by the Landlord.

The Tenant stated that she lives a very tidy life, and keeps food away in plastic containers, but the mice keep coming back. The Tenant stated that she has seen live mice, dead mice, mice in the hallways, mice in her food, clothing, and furniture

The Landlord acknowledged that the building has rodent issues, and has for a few years, periodically, despite the building only being 4 years old. The Landlord provided a copy of a pest control report, showing they employ a reputable pest management company to come on a monthly basis to investigate rodent issues, and monitor traps. The Landlord asserts that the pest control company has been working for them for some time now, and he has considered going to another pest management company to see if there are different solutions. The Landlord believes that mice got into the building when it was being constructed, and the mice remain in the building because of the variety of food sources in the units.

The Landlord stated that the pest control company currently hired will typically attend two units per month, and will rotate around the building. The Landlord denied that there are mice running in the halls, and stated the issue is not as bad as the Tenant is alleging. The Landlord stated that he has treated some units successfully but there continues to be some activity in the building.

## Analysis

In this review, I will not attempt to resolve all evidentiary conflicts, and will focus on evidence and testimony as it relates directly to my findings

Section 32 of the *Act* mandates the Tenant's and Landlord's obligations in respect of repairs to the rental unit and provides as follows:

### Landlord and tenant obligations to repair and maintain

- 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.
- (2) A tenant must maintain reasonable health, cleanliness and sanitary standards throughout the rental unit and the other residential property to which the tenant has access.
- (3) A tenant of a rental unit must repair damage to the rental unit or common areas that is caused by the actions or neglect of the tenant or a person permitted on the residential property by the tenant.
- (4) A tenant is not required to make repairs for reasonable wear and tear.
- (5) A landlord's obligations under subsection (1) (a) apply whether or not a tenant knew of a breach by the landlord of that subsection at the time of entering into the tenancy agreement.

The *Residential Tenancy Act Regulation – Schedule: Repairs* provides further instruction to the Landlord as follows:

- 8** (1) Landlord's obligations:
- (a) The landlord must provide and maintain the residential property in a reasonable state of decoration and repair, suitable for occupation by a tenant. The landlord must comply with health, safety and housing standards required by law.

(b) If the landlord is required to make a repair to comply with the above obligations, the tenant may discuss it with the landlord. If the landlord refuses to make the repair, the tenant may make an application for dispute resolution under the *Residential Tenancy Act* seeking an order of the director for the completion and costs of the repair

First, I turn to the Tenant's request that the Landlord repair her couch, due to damage from mice. This application is for repairs to the rental unit, or the property overall, pursuant to section 32 of the Act. However, I find the Tenant's couch is not covered by this part of the Act, as it is not part of the rental unit/building or the property overall, since it is one of the Tenant's personal items, and not something that is included in the tenancy agreement.

Next, I turn to the Tenant's request for the Landlord to address the issue with mice in the rental unit and the building. I note the Tenant has provided evidence of mouse droppings in multiple areas of her rental unit, including in and around her food, and her child's bedding and clothing. I note the landlord must provide and maintain the residential property in a reasonable state of decoration and repair, suitable for occupation by a tenant. In this case, I find the issue with the mice is such that it breaches the above noted sections of the Act and the regulations in that it is likely not healthy or reasonable to live amongst this many rodent feces, particularly around food sources and children's items. I note this issue has been ongoing in the building for years, off and on. Although the issue was not formally raised to the Landlord by the Tenant, in writing via email, until late in 2022, I note there does not appear to be much progress made on the issue since that time. It also appears the Landlord has been aware for some time that there are issues with mice.

I note the Landlord currently employs a pest management contractor to attend the building on a regular basis (at least monthly). However, I am not satisfied this is sufficiently effective to remedy the issue, and I find a new strategy ought to be employed to deal with the mice in the building. Without an effective strategy for the whole building, I find it likely this issue will continue to be a problem for this rental unit, and perhaps others.

Accordingly, I ORDER the Landlord to hire a *different* qualified pest control company to attend this rental unit and provide a written report, with recommendations as to how to effectively deal with the issue in *this* rental unit, specifically. This inspection must occur within 2 weeks after the date of the decision. The Landlord is ordered provide a copy of

the pest control report, regarding this rental unit, to the Tenant and take reasonable and appropriate steps to address the issues and recommendations raised by the report.

I further ORDER that the Landlord have this second pest management company do an overall inspection of the building, generally, including any and all currently known rental units that are affected by rodents within the building. This inspection must be completed no later than 1 month from the date of this decision. The Landlord is also ordered to provide a copy of the pest control report, including recommendations, regarding the whole building, to the Tenant and take reasonable and appropriate steps to address the issues and recommendations raised by the report.

The Landlord is cautioned that failure to comply with the above noted ORDERS could lead to justification in a Tenant's Application for compensation. The Tenant is granted leave to apply for monetary compensation for the issue with the mice. However, she may wish to wait to see whether the issue is addressed, prior to filing a claim for compensation.

Pursuant to section 72 of the Act, I find the Tenant is entitled to the recovery of her filing fee. She may deduct \$100.00 from one future rent payment.

### Conclusion

The Landlord is ordered to address the issue with the mice, as noted above.

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: April 3, 2023

---

Residential Tenancy Branch