



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards
Ministry of Housing and Social Development

Decision

Dispute Codes: MNR MNSD FF

Introduction

This hearing dealt with an application by the tenants for a monetary order for the cost of emergency repairs and recovery of the interest on their security and pet deposits. Both tenants, the owner and an agent for the property management company all participated in the teleconference hearing.

Issue(s) to be Decided

Are the tenants entitled to the monetary amounts claimed?

Background and Evidence

The tenancy began on July 15, 2007. At the outset of the tenancy, the tenants paid the landlord a \$1200 security deposit and a \$1200 pet deposit. During the tenancy the tenants identified a rodent problem and arranged for a pest removal company to remove the rodents. The tenants forwarded invoices to the landlord after each visit by the pest removal company. The landlord paid the first three or four invoices but refused to pay for the final two invoices, which totaled \$158.25. The tenants vacated on May 29, 2009. The landlord returned the security and pet deposits but did not pay the interest on the deposits. The tenants are claiming \$158.25 for the unpaid invoices for rodent removal and \$31.52 for interest on the deposits.

The response of the landlord to the tenants' application was as follows. The landlord does not dispute the interest owing on the deposits. In regard to the rodent removal, the landlord did pay for the first visits, but they felt that the tenants were being excessive

in the number of follow-up visits that were occurring, and they refused to pay the last two invoices that were submitted to them. The landlord's position was that they had never agreed to pay for follow-up visits, and they now believe that the tenants were the cause of the problem.

Analysis

The tenants are entitled to the interest on the deposits as claimed, in the amount of \$31.52.

In regard to the pest control invoices, I find that the landlords did not provide any evidence that the tenants had caused the rodent problem. Further, the landlords established a pattern of paying the invoices when they received them, and did not take steps to enquire whether and when follow-up visits were recommended or required. I therefore find that the landlords are responsible for the final two invoices, in the amount of \$158.25.

The tenants are also entitled to recovery of their \$50 filing fee, for a total claim of \$239.77.

Conclusion

I grant the tenants a monetary order for the total of \$239.77. This order may be filed in the Small Claims Court and enforced as an order of that Court.

Dated May 6, 2009.