

## **DECISION**

Dispute Codes      MND, MNDC, FF

### Introduction

This hearing dealt with an Application for Dispute Resolution by the Landlord for monetary orders for damages to the rental unit and monetary compensation under the Act and the tenancy agreement, and to recover the filing fee for the claim.

Although duly served with the Application for Dispute Resolution and Notice of Hearing by registered mail, sent on August 17, 2009, and deemed under the Act to be received on August 22, 2009, the Tenant did not appear.

The Landlord and her Agent appeared, gave affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to make submissions to me.

### Issue(s) to be Decided

Is the Landlord entitled to monetary compensation from the Tenant?

### Background and Evidence

Based on the affirmed testimony and the evidence provided by the Landlord, I find that the Tenant was ordered to vacate the rental unit July 6, 2009, as a result of an earlier hearing in this matter. The Landlord was also granted an order for unpaid rent and to keep the security deposit.

The Tenant vacated the property, however, the Landlord is claiming she has incurred substantial costs to clean and repair the rental unit due to the condition it was left in by the Tenant.

The Landlord claims as follows:

a.	Loss of rent for ½ July and August 2009	1,500.00
c.	Two fumigation charges (flea infestation)	362.25
d.	Filing fee	50.00
	<b>Total claimed</b>	<b>\$2,202.25</b>

The Landlord has supplied a move in condition inspection report which indicates the Tenant agreed to the conditions of the rental unit at the start of the tenancy. The Tenant failed to participate in the move out condition inspection report.

The Landlord supplied documentary evidence, statements from witnesses, and invoices for the costs of remediating the rental unit after the Tenant vacated.

The evidence indicates the Tenant had a cat in the unit and the unit was seriously infested with fleas. The Landlord had to have the rental unit professionally fumigated twice.

The Landlord had to have a professional cleaner come in to clean up after the Tenant. Furthermore, garbage had to be disposed of at the dump.

#### Analysis

Based on the uncontradicted and affirmed testimony and evidence, and a balance of probabilities, I find that the Tenant has breached the Act by failing to return the rental unit to a reasonable state of cleanliness at the end of the tenancy.

I find the Tenant did not clean the unit or have the unit fumigated for fleas from his cat, and this has caused losses to the Landlord. Furthermore, I find that due to the condition the rental unit was left in by the Tenant, the Landlord has suffered a loss of rent for one month.

Section 67 of the Residential Tenancy Act states:

Without limiting the general authority in section 62(3) [*director's authority*], if damage or loss results from a party not complying with this Act, the regulations or a tenancy agreement, the director may determine the amount of, and order that party to pay, compensation to the other party.

I find that the Landlords have established a total monetary claim of **\$2,202.25** comprised of the above described amounts and the fee paid for this application.

I grant the Landlord an order under section 67 for the balance due of **\$2,202.25**. This order may be filed in the Provincial Court (Small Claims) 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: December 09, 2009.

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Dispute Resolution Officer