

DECISION

Dispute Codes FF, MNSD

Introduction

A substantial amount of documentary evidence and written arguments has been submitted by the parties prior to the hearing. I have thoroughly reviewed all submissions.

I also gave the parties the opportunity to give their evidence orally and the parties were given the opportunity to ask questions of the other parties .

All testimony was taken under affirmation.

Issues(s) to be Decided

This is a request for a monetary order for \$1016.88, applicant is also requesting that the respondent bear the \$50.00 cost of the filing fee that was paid for dispute resolution application.

Background and Evidence

The applicant/tenant testified that:

- They had paid a total of \$925.00 in security/pet deposits.
- At the end the tenancy the landlord only returned \$833.12, keeping \$91.88 to pay for one half the cost of exterminator charges for flea treatment.
- They did not agree to have \$91.88 deducted from their security deposit.

The applicants are therefore requesting that the landlord be ordered to return double the security deposit less the \$833.12 already returned, for an order of \$1016.88

The respondent/landlord testified that:

- There was a flea infestation at the rental property and since the tenants were the ones with pets the infestation was likely caused by the tenant's cats.

- The tenants had agreed to pay for one half the cost of the treatment for the flea infestation.
- They therefore had an exterminator take care of the flea problem and deducted one half of the cost from the tenant's security deposit.

The landlords therefore believe that this application should be dismissed

Analysis

The tenant claims that she had only agreed to pay for one half the cost of a \$20.00 bug spray; however it is my finding that she agreed to more than that.

It is my finding that the tenant gave the landlords permission to deduct one half the cost of the flea treatment from the security deposit.

In an e-mail dated February the 15th the landlord states:

"I understand you spoke with Steve and that you and my parents have come to an arrangement which is that you will pay half of what ever cleaning is required to remove the fleas? Can you please confirm that this is so from your end."

The tenant responded to the e-mail on the same date and stated:

"We will be covering half of the flea spray costs, and issuing us a cheque or picking it up at your office is fine."

These e-mails clearly show that the tenant agreed to pay one half the cost of removing the fleas, and no mention is made of only paying for one half of a \$20.00 can of spray.

Conclusion

This application is dismissed in full without leave to reapply.

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: June 18, 2010.

Dispute Resolution Officer