



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes MND, MNSD, MNDC, FF
 MNSD, FF

Introduction

This hearing dealt with cross applications by the landlord and tenants. The landlord has applied for a monetary order for damage to the unit, to keep part or all of the security deposit, money owed or compensation for damage or loss and recovery of the filing fee. The tenants have applied for return of the security deposit. Both parties participated in the conference call hearing.

Issues to be Decided

Is either party entitled to any of the above under the Act.

Summary of Background and Evidence

This tenancy started in October, 2010 with rent of \$700.00. The tenant paid a security deposit of \$350.00. On October 20, 2010 the landlord served the tenant with a 1 Month Notice to End Tenancy for Cause: the tenant has significantly interfered with or unreasonably disturbed another occupant or the landlord; seriously jeopardized the health or safety or lawful right of another occupant or the landlord; put the landlord's property at significant risk.

The tenant testified that on October 10th shortly after moving into the rental unit, she saw a rat on the kitchen counter and reported it to the landlord. The tenant stated that the landlord came down to the suite and within a few minutes both of them saw a rat. The tenant stated that over the course of the next few days there were more rat sightings and rat droppings all over the suite. The tenant stated she was very afraid to stay in the unit until the matter was addressed and found lodging elsewhere.

The tenant feels that she should have her October rent returned to her as in her estimation the suite was uninhabitable. The tenant is also requesting the return of her security deposit.

The landlord testified that the tenant did not report the issues of the rats to them until October 17 and that after becoming aware of the problem the landlord called pest control. Pest control came to the suite on October 25 and verified an infestation of black

rats. The landlord stated that the previous tenant never reported a rodent infestation to the landlord and this was the first time this had ever happened. The landlord believes the infestation is a result of how clean the suite was being kept by the tenant and is claiming \$200.00 for cleaning.

On November 1st after the tenant had vacated the rental unit people showed up and had a very loud party resulting in the landlord having to call the police. The tenant stated that she was not on the property but 'may have' left the door unlocked however the landlord claims she saw the tenant leave the suite at 3:30AM. As the tenant had vacated the rental unit the landlord no longer requires an order of possession and this part of their application is dismissed.

The tenant testified that when she vacated the rental unit she told the landlord that she was not taking her mattress and some other items as they were contaminated with rat feces and the landlord did not refute this testimony.

Submitted evidence from the landlord shows that the tenant did leave the unit in a very dirty state and there was what appeared to be urine on the kitchen floor. There are also a number of threatening text messages from the tenants boyfriend to the landlord submitted into evidence. During this hearing there was much finger pointing from both sides and allegations of fraud from both sides.

Analysis

Based on the documentary evidence and testimony I find that the tenant was properly served with a notice to end tenancy for cause. As the tenant had vacated the rental unit the landlord no longer requires an order of possession and this part of their application is dismissed. I find that the evidence submitted by the parties does not clearly establish who or what caused the rat infestation therefore the tenant's request for return of her October rent is denied. The tenant is entitled to \$175.00 which is ½ of the security deposit. As there is a discrepancy regarding the items left in the suite and who was to be responsible for removing them, I award the landlord a monetary claim of \$175.00 which is ½ of the security deposit.

As for the monetary order, I find that the tenant has established a claim for \$175.00 in return of the security deposit.

As for the monetary order, I find that the landlord has established a claim for \$175.00 in cleaning costs.



Dispute Resolution Services

Page: 3

Residential Tenancy Branch
Ministry of Housing and Social Development

Neither party is entitled to recovery of the \$50.00 filing fee.

Conclusion

I find that the landlord has established a monetary claim for **\$175.00** in cleaning costs. I order the landlord pursuant to s. 38(4) of the Act to keep $\frac{1}{2}$ of the tenant's \$350.00 security deposit in full satisfaction of the claim.

I find that the tenant has established a monetary claim for \$175.00.

A monetary order in the amount of **\$175.00** has been issued to the tenant and a copy of it must be served on the landlord. If the amount is not paid by the landlord, the Order may be filed in the Provincial (Small Claims) Court of British Columbia 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: November 25, 2010

Dispute Resolution Officer