

DECISION

Dispute Codes MND, MNDC, FF

Introduction

This hearing dealt with the landlord's application pursuant to section 67 of the *Residential Tenancy Act* (the *Act*) for a monetary order for damage to the rental unit, and for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement, and authorization to recover her filing fee for this application from the tenant pursuant to section 72.

Both parties attended the hearing and were given a full opportunity to be heard, to present evidence and to make submissions. The landlord provided written evidence that she sent the tenant a dispute resolution hearing package by registered mail on September 4, 2010. The tenant confirmed receiving this package. I am satisfied that the landlord served the tenant notification of this hearing in accordance with the *Act*.

Issues(s) to be Decided

Is the landlord entitled to a monetary award for damage or loss arising out of this tenancy? Is the landlord entitled to recover her filing fee from the tenant?

Background and Evidence

This periodic tenancy commenced on February 1, 2009. Monthly rent was set at \$850.00, payable on the first of each month. The landlord continues to hold the tenant's \$425.00 security deposit, paid on January 25, 2009. The tenant moved from the premises on August 14, 2010. A move-in condition inspection report was prepared and signed on February 1, 2009. A joint move-in condition inspection report was conducted and signed on August 28, 2010, after the tenant had moved from the premises, and provided to the tenant.

The parties agreed that the rental unit had a flea infestation when the tenant moved out. The tenant said that she tried to remedy the situation by spraying the premises on

August 23, 2010. The landlord said that her need to ensure that the premises were ready for re-renting caused her to hire a professional exterminator who sprayed the rental unit on August 25, 2010.

The landlord testified that she was unable to rent the premises for September 2010, because she needed to wait for two to three weeks to ensure that the premises were free of fleas. She provided written testimony that the exterminator cautioned against occupying the rental premises until she was confident that the infestation had ended.

The landlord applied for a monetary award of \$850.00 for her loss of rent in September 2010. She also applied for recovery of her professional exterminator's fees of \$168.00 and to recover her filing fee for this application.

Analysis

Based on the evidence presented, I allow the landlord's claim for \$850.00 in lost rent for September 2010. Although the tenant tried to clear the premises of fleas by spraying the rental premises herself, it does not seem unreasonable that the landlord insisted on having the premises professionally treated. I accept her oral testimony that her failure to do so may have subjected her to claims from the new tenant and the existing upstairs tenants. I am also satisfied by the landlord's evidence that she did try to rent the premises to another tenant using Craigslist as soon as possible after she was confident that the spraying had been successful. She testified that she started receiving rent for the premises once more as of October 1, 2010. I also allow the landlord's claim that she incurred a cost of \$168.00 to hire professional exterminators to rid the premises of fleas, a justifiable expense under these circumstances.

The landlord testified that she continued to hold the tenant's \$425.00 security deposit plus interest paid on January 25, 2009. Over that period, no interest is payable. Although the landlord's application does not seek to retain the security deposit, using the offsetting provisions of section 72 of the *Act*, I allow the landlord to retain the security deposit in partial satisfaction of the monetary award. As the landlord has been

successful in her application, I allow her to recover her \$50.00 filing fee for this application from the tenant.

Conclusion

I issue a monetary Order in the following terms which allows the landlord to recover her losses arising from this tenancy and her filing fee for this application.

Item	Amount
Loss of Rent September 2010	\$850.00
Professional Exterminator's Fees	168.00
Less Security Deposit	-425.00
Recovery of Filing Fee for this application	50.00
Total Monetary Order	\$643.00

I direct the landlord to retain the tenant's security deposit in partial satisfaction of this award. The landlord is provided with these Orders in the above terms and the tenant must be served with a copy of these Orders as soon as possible. Should the tenant fail to comply with these Orders, these Orders may be filed in the Small Claims Division of the Provincial Court and enforced as Orders 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*.