



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Public Safety and Solicitor General

DECISION

Introduction

This hearing dealt with the Landlord's Application for Dispute Resolution for an Order for damage to the unit, for unpaid rent and to recover the filing fee for the Application.

The Landlord's Agent stated that the Tenant was served with a notice of the hearing and application by registered mail to the address provided by the Tenant. The Landlord's Agent provided a tracking number. I was satisfied the Tenant was properly served with the notice of hearing in accordance with the requirements of the *Residential Tenancy Act* (the "Act") and the hearing proceeded without the Tenant present.

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

Issue(s) to be Decided

Has the Tenant breached the *Act* or tenancy agreement, entitling the Landlord to an Order for monetary relief?

Background and Evidence

The Landlord's Agent testified that the Tenant assumed the tenancy from other individuals and moved into the rental unit on August 1, 2008. Monthly rent was \$850.00 and a security deposit of \$412.50 was paid on August 2, 2007. The tenancy ended September 30, 2010.

The Landlord is seeking compensation for overholding due to the flea infestation left by the Tenant so that the new tenants were unable to occupy the rental unit for three days, in the amount of \$94.00, carpet cleaning for \$115.50, drapery cleaning for \$45.00, pest control for the flea infestation in the amount of \$106.40, and storage locker fees in the amount of \$20.00.

The Landlord's Agent testified that the Tenant's cat caused a flea infestation in the rental unit, and that the new tenants were forced to go to a hotel for three days while pest control was underway. When queried, the Landlord's Agent stated that she knew the Tenant's cat caused the problem because no surrounding units had flea problems and the rental unit was infested with fleas. The Landlord supplied photos of the flea traps indicating a large number of fleas.

The Landlord's Agent testified that the Tenant did not fully clean the rental unit and had not steam cleaned the carpets.

The Landlord supplied into evidence a statement for cleaning supplies, drapery cleaning storage locker removal and from the pest control company.

Analysis

Based on the above testimony and evidence, and on a balance of probabilities, I find as follows:

At the end of a tenancy, the tenant must leave the rental unit reasonably clean. Based on the unopposed testimony of the Landlord's Agent, and documentary evidence, I am satisfied that the Tenant did not meet her obligation to leave the rental unit reasonably clean. Therefore, since the Landlord has substantiated the costs incurred to clean the carpets and the rental unit, I award the Landlord **\$255.50** for carpet, storage locker and drapery cleaning and cleaning supplies. I am also satisfied, based on the unopposed testimony of the Landlord's Agent and the submissions of the Landlord that the Tenant left the rental unit with a flea infestation which took three days to correct; therefore I **award** the Landlord **\$200.40** for pest control and overholding.

The Landlord did not provide sufficient evidence with respect to the rent residual of \$1.00 and I deny their claim in that amount.

As the Landlord was successful with this application, I award the Landlord the filing fee of \$50.00.

I find the Landlord has established a total monetary claim of **\$505.90**, comprised of \$255.50 for carpet, storage locker and drapery cleaning and cleaning supplies, \$200.40 for the pest control and overholding and \$50.00 for the filing fee.

The Landlord is authorized to retain the Tenant's security deposit and interest in the amount of \$421.31 in partial satisfaction of the claim and is granted a monetary order for the balance due in the amount of **\$84.59**.

The Landlord must serve the Monetary Order upon the Tenant and may file it in Provincial Court (Small Claims) to enforce it as an Order of that court.

Conclusion

The Landlord is provided with a Monetary Order in the amount of **\$84.59**.

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: March 01, 2011.

Residential Tenancy Branch