



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

**Dispute Codes:** *MND, MNSD, FF.*

### **Introduction.**

This hearing dealt with applications by the landlord and the tenant, pursuant to the *Residential Tenancy Act*. The landlord applied for a monetary order to recover the cost of ridding the unit of fleas plus associated costs and for the filing fee. The landlord also applied to retain the security deposit in partial satisfaction of her monetary claim.

The tenant applied for the return of double the security deposit, bank fees and for the filing fee.

Both parties attended the hearing and were given full opportunity to present evidence and make submissions.

### **Issues to be decided**

Is the landlord entitled to a monetary order for costs incurred to eradicate fleas and the filing fee? Is the tenant entitled to the return of double her security deposit and the filing fee?

### **Background and Evidence**

The tenancy started on October 15, 2011 and ended on June 30, 2012. The monthly rent was \$950.00. Prior to moving in, the tenant paid a security deposit of \$475.00.

On June 30, the parties conducted a move out inspection and no discrepancies were noted on the report. The landlord returned the security deposit by cheque. Later that day the new occupants moved in and reported the presence of fleas in the rental unit. The landlord contacted the tenant and the tenant stated that she would get back to the landlord. The landlord did not hear back until July 03, 2012.

In the interim, the landlord attempted to eradicate the fleas by using flea spray. With time the fleas increased and the landlord bought aerosol flea treatments and sticky traps. A smoke bomb was also used and the new tenants had to stay outside the home for two days with their young children.

Upon their return, the problem was worse and the pets of the new tenants got infected with fleas. The landlord realized that this was not something she could handle on her own and therefore contacted an exterminator, who took care of the problem.

The landlord put a stop payment on the cheque that she had issued to the tenant. The landlord is claiming the following:

1.	Flea spray	\$14.27
3.	Spray and sticky traps	\$16.28
4.	Aerosol treatment	\$41.43
5.	Borax	\$6.37
6.	Vet bills	\$149.21
7.	Stop payment fee	\$10.00
8.	Mailing costs of key	\$11.20
9.	Exterminator	\$252.00
10.	Overnight stay for tenants	\$100.00
11.	Filing fee	\$50.00
	Total	<b>\$692.19</b>

The landlord has filed proof of payment of all claims and photographs of the flea infestation.

The tenant has applied for the return of double the security deposit and for bank fees of \$7.00 for the stop payment of the landlord's cheque.

## **Analysis**

### **Landlord's application:**

Based on the documentary evidence and the testimony of both parties, I find that the tenant had pets and shortly after she moved out of the rental unit, it became apparent that the rental unit was infested with fleas.

The landlord made efforts to eradicate the fleas by using sprays and smoke bombs, but discovered that the problem was much bigger than she had anticipated. The pets of the new tenants developed an infestation and had to be treated by the vet.

I find that the landlord did incur expenses due to the flea infestation in the rental unit. Even though the infestation was not visible during the move out inspection, I find that on a balance of probabilities, it is more likely than not that it came from the tenant's pets. The landlord has filed proof of the costs she incurred and therefore I find that the landlord is entitled to all of her claims associated with the flea treatments, vet bills and overnight stay of the new tenants.

The landlord did not have to put a stop payment on the cheque and therefore I find that that she is not entitled to \$10.00 which is the cost of doing so. I also find that the landlord is not entitled to \$11.20, the cost of mailing the key as it is the cost of doing business as a landlord.

The landlord has proven most of her case and is entitled to the recovery of the filing fee. Overall the landlord has established a claim of **\$670.99**.

**Tenant's application:**

The tenant has applied for the return of double the security deposit. Section 38 of the Residential Tenancy Act requires that 15 days after the later of the end of tenancy and the tenant providing the landlord with a written forwarding address, the landlord must repay the security deposit or make an application for dispute resolution. If the landlord fails to do so, then the tenant is entitled to recovery of double the base amount of the security deposit.

I find that the landlord made an application for damages against the security deposit within 15 days of the end of the tenancy. Therefore I find that the tenant is not entitled to the return of double the security deposit.

The tenant is entitled to the bank fees she incurred when the landlord put a stop payment on the cheque. Therefore I find that the tenant is entitled to her claim of \$7.00. Since the tenant has not proven most of her claim, I find that she must bear the cost of filing this application.

Overall the landlord has established a claim of \$670.99 and the tenant has established a claim of \$7.00. The landlord currently has the security deposit of \$475.00 in her possession.

I will use the offsetting provisions of section 72 of the *Act* to grant the landlord a monetary order in the amount of \$188.99 which consists of the difference in the established entitlements of both parties.

**Conclusion**

The landlord may retain the security deposit. I grant the landlord a monetary order for \$188.99.

The balance of the tenant's claim is dismissed.

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: September 20, 2012.

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Residential Tenancy Branch