



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: *MND, MNDC, FF*

Introduction

This hearing dealt with an application by the landlord pursuant to the *Residential Tenancy Act*, for a monetary order for the cost of ridding the rental unit of fleas and for the recovery of the filing fee. Both parties attended the hearing and were given full opportunity to present evidence and make submissions.

The landlord testified that she had filed her evidence at the Residential Tenancy Branch Office on September 04, 2014. The landlord's evidence was not before me. The tenant agreed that she had received the landlord's evidence. This decision was made using the tenant's account of the cost that the landlord incurred to rid the rental unit of fleas.

Issues to be decided

Is the landlord entitled to a monetary order for the cost of ridding the rental unit of fleas and for the recovery of the filing fee?

Background and Evidence

The tenancy started in April 2011 and ended on July 01, 2014. The landlord stated that she had a no pet policy but at the start of tenancy, allowed the tenant to keep her cat. When the cat passed away, the tenant acquired a dog without obtaining formal permission from the landlord. The landlord stated that the tenant's pets were the only animals that ever lived in the rental unit.

After the tenant moved out on July 01, 2014, the landlord returned the security deposit to the tenant. The new tenants moved in early July and consisted of a couple with young children. The female tenant was eight months pregnant. The landlord stated that in the first and second weeks of tenancy, the new tenant complained that her children were being bitten by fleas. The new tenant then went on vacation and returned to the rental unit at the end of July.

Upon her return she informed the landlord that the whole rental unit was infested with fleas and that they were hopping on to their feet. The landlord attempted to treat the infestation by carrying out treatments using store bought pesticide and called the tenant to inform her of the problem.

The landlord stated that when she realized that the treatment she was carrying out was ineffective, she contacted several pest control companies and then hired one of them. She was instructed to have the carpet professionally cleaned prior to the treatment. The landlord stated that she was also instructed to provide alternate accommodation for one night for the family, due to the pregnancy.

The tenant stated that she had moved out on July 01 and was therefore surprised to receive a message from the landlord in the third week of August, regarding the flea infestation. The tenant stated that she treated her dog regularly for fleas and had never encountered a problem with fleas. The tenant also stated that she used a well-known brand of flea medication and her dog did not have fleas and therefore her dog was not the source of the fleas in the rental unit. The tenant stated that she found out that fleas also exist outside and can be brought into the home on the shoes of the occupants.

The landlord had the carpet professionally cleaned on August 28 as instructed to do so and had the pest control treatment done on August 29, 2014. The new tenants spent the night of August 29, 2014 at a hotel, at the landlord's expense. The dates and amounts of invoices were provided to me by the tenant as follows:

1.	Carpet cleaning	\$341.41
2.	Pest control treatment	\$262.50
3.	Hotel stay	\$281.08
	Total	\$884.99

Analysis

It must be emphasized that in order to claim for damage or loss under the *Act*, the party claiming the damage or loss bears the burden of proof. The claimant bears the burden of establishing the claim on the balance of probabilities. The claimant must prove the existence of the damage/loss, and that it stemmed directly from a violation of the agreement or a contravention of the *Act* on the part of the other party. Once that has been established, the claimant must then provide evidence that can verify the actual monetary amount of the loss or damage.

Based on the testimony of both parties I make the following findings:

1. The tenant had a dog living in the rental unit.
2. The new occupant of the rental unit moved in on or about the same date that the tenant moved out and reported the presence of fleas immediately.
3. The new tenant left on vacation mid-July and upon her return reported an immense increase in the number of fleas in the rental unit
4. The landlord attempted to rid the unit of fleas on her own
5. The landlord hired a pest control company when her attempts failed
6. The landlord provided proof of the expense incurred
7. The tenant's pets were the only animals that lived in the rental unit
8. The landlord has a no pet policy but made an exception for the tenant's animals

Based on the above and on a balance of probabilities, I find that it is more likely than not that the flea eggs were left in the carpet when the tenant moved out and matured into fleas at the end of their three week cycle. Upon maturity, since the dog was no longer living in the rental unit, the fleas used the new occupants as sources of nutrition. The landlord made attempts to mitigate her losses by carrying out treatments herself, using store bought pesticide. The landlord has also filed proof of the expenses she incurred. Accordingly I find that the landlord has proven her claim in the amount of \$884.99 and is therefore also entitled to the recovery of the filing fee of \$50.00.

I grant the landlord an order under section 67 of the *Residential Tenancy Act* for the amount of \$934.99. This order may be filed in the Small Claims Court and enforced as an order of that Court.

Conclusion

I grant the landlord a monetary order in the amount of **\$934.99**.

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 04, 2015

Residential Tenancy Branch

