



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding PEMBERTON HOLMES LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes:

MNR, MNSD, MNDC, FF

Introduction

This hearing was convened in response to an application by the landlord pursuant to the *Residential Tenancy Act* (the Act) for Orders as follows:

1. A Monetary Order for unpaid rent - Section 67;
2. An Order to retain the security deposit / pet deposit - Section 38
3. A Monetary Order for damage or loss – Section 67
4. An Order to recover the filing fee for this application - Section 72

I accept the landlord's testimony that despite the tenant having been *personally* served with the application for dispute resolution and notice of hearing by the landlord's agent in this matter, in accordance with Section 89 of the Residential Tenancy Act (the Act), the tenant did not participate in the conference call hearing. The landlord further testified they mailed all of their evidence to the tenant where the tenant resides – inclusive of an amended application October 30, 2014. The landlord was given full opportunity to be heard, to present evidence and to make submissions.

Issue(s) to be Decided

Is the landlord entitled to a monetary order in the amount claimed?

Background and Evidence

The undisputed testimony and document evidence of the landlord is that the tenancy started June 01, 2014 as a one year fixed term tenancy agreement, and ended August 21, 2014. Rent payable was \$650.00 per month. At the outset of the tenancy the landlord collected a security deposit and a pet damage deposit of \$325.00 respectively for a sum of \$650.00.

At the end of the tenancy the tenant did not attend the arranged mutual move out inspection. The landlord alone conducted an inspection on August 21, 2014 and attended to the requisite condition inspection report (CIR) as provided into evidence.

The landlord claims the tenant did not pay the rent of \$650.00 for August 2014 and vacated pursuant to a 10 Day notice issued by the landlord. The landlord further claims the tenant left the rental unit unclean, for which the landlord provided a series of photographs and an invoice of \$94.50 for cleaning in support of their assertion, as well as referenced the CIR.

The landlord further claims that the tenant left behind a flea infestation in the rental unit. The landlord testified the tenant had a dog, resided on the ground floor, and at the end of the tenancy did not provide the landlord with results of an inspection required by the tenancy agreement / Pet Agreement indicating the rental unit was free of fleas. In addition the landlord provided an invoice for "Flea treatment" by a pest control professional for 3 of the 5 units of the residential complex, stating that the rental unit of this matter had a, "very bad flea infestation" and surmising the overall infestation originated from the rental unit. As a result, the landlord claims the flea treatment for all 3 units and inclusive common residential property in the amount of \$493.50.

The landlord further claims the liquidated damages amount stipulated in the tenancy agreement for costs associated with re-renting the rental unit, in the amount of \$500.00.

The landlord also claims a late fee of \$25.00 associated with the unpaid rent for August 2014, as provided within the tenancy agreement.

Analysis

I accept the landlord's testimony and documentary evidence submitted as establishing that they incurred the amounts claimed.

On balance of probabilities, I accept the landlord's evidence in respect to their claim for flea treatment and as a result that they are entitled to compensation in the full amount of this portion of their claim of \$493.50.

I find the landlord is entitled to the unpaid rent of \$650.00, and the ancillary late fee of \$25.00.

I find the landlord has provided sufficient evidence to support their claim for cleaning of \$94.50.

I find that the landlord's claim for liquidated damages is not extravagant; therefore I allow it in the amount claimed of \$500.00.

As the landlord has been partially successful in their claims the landlord is entitled to recover the \$50.00 filing fee paid for their application - for a total award of **\$1813.00**.

Conclusion

I Order that the landlord retains the security and pet damage deposits of \$650.00 in partial satisfaction of the claim and I grant the landlord an Order under Section 67 of the Act for the balance due of **\$1163.00**. If necessary, this Order may be filed in the Small Claims Court and enforced as an order of that Court.

This Decision is final and binding on both parties.

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 24, 2015

Residential Tenancy Branch

