



# Dispute Resolution Services

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Capilano Property Management Services Ltd.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes MND, MNSD, MNDC, FF

### Introduction

This hearing dealt with an application by the landlord for an order to keep part of the security deposit in full satisfaction of their monetary claim. Despite having been served with the application for dispute resolution and notice of hearing sent via registered mail on September 16, 2014, the tenant did not participate in the conference call hearing.

### Issue to be Decided

Is the landlord entitled to the amount claimed?

### Background and Evidence

The landlord's undisputed testimony is as follows. The tenancy began on November 1, 2012 at which time the tenant paid a \$497.50 security deposit and ended on August 31, 2014. The tenant had a dog in the rental unit and the tenancy agreement contained a term which required the tenant to pay for a flea treatment at the end of the tenancy.

As the end of the tenancy approached, the landlord sent the tenant a statement which said that \$200.00 would be deducted from the security deposit to pay for pest control. The landlord submitted into evidence an invoice showing that \$141.75 was paid for flea treatment. He stated that it is their company policy to charge \$200.00 for flea treatments.

The landlord seeks to recover \$200.00 from the tenant for the flea treatment as well as the \$50.00 filing fee paid to bring his application.

### Analysis

I accept the landlord's undisputed testimony.

The *Residential Tenancy Act* (the "Act") establishes the following test which must be met in order for a party to succeed in a monetary claim.

1. Proof that the respondent failed to comply with the Act, Regulations or tenancy agreement;
2. Proof that the applicant suffered a compensable loss as a result of the respondent's action or inaction;
3. Proof of the value of that loss; and
4. Proof that the applicant took reasonable steps to minimize the loss.

I find that the tenant was obligated under the terms of the tenancy agreement to treat the rental unit for fleas at the end of the tenancy and that he failed to do so. I find that the landlord has established the first stage of the test.

I find that the landlord had to pay for the flea treatment because the tenant failed to do so and therefore suffered a compensable loss. I find that the landlord has established the second stage of the test.

The landlord has proven that the actual value of the loss was \$141.75. The landlord cannot unilaterally impose an amount on the tenant for the cost of flea treatment. In the absence of the tenant's agreement that he would pay \$200.000 for a flea treatment, I find that the value of the loss and the limit of the tenant's liability is \$141.75. I find that the landlord has established the third stage of the test.

I find that the landlord acted reasonably to minimize his losses and I find that the landlord has established the fourth stage of the test.

I find that the landlord has proven his claim and is therefore entitled to an award of \$141.75 for the cost of treating the rental unit for fleas and as he has been successful in his application, I find he should also recover the \$50.00 filing fee. I award the landlord \$191.75.

I order the landlord to retain \$191.75 from the security deposit and I order him to return the \$305.75 balance to the tenant forthwith. I grant the tenant a monetary order under section 67 for this sum. This order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

#### Conclusion

The landlord is awarded \$191.75 and is ordered to return the \$305.75 balance of the security deposit to the tenant. The tenant is granted a monetary order for this sum.

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: April 09, 2015

