



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MND, MNSD, MNDC, FF, O

### Introduction

This hearing dealt with the landlord's Application for Dispute Resolution seeking a monetary order.

The hearing was conducted via teleconference and was attended by the landlord and both tenants.

### Issue(s) to be Decided

The issues to be decided are whether the landlord is entitled to a monetary order for cleaning of the rental unit and flea and ant treatment; for all or part of the security deposit and to recover the filing fee from the tenants for the cost of the Application for Dispute Resolution, pursuant to Section 37, 38, 67, and 72 of the *Residential Tenancy Act (Act)*.

### Background and Evidence

The parties agreed the tenancy began on July 1, 2012 as a 1 year fixed term tenancy for a monthly rent of \$1,795.00 due on the 1<sup>st</sup> of each month with a security deposit of \$897.50 paid. The parties also agree the tenancy ended on June 1, 2013.

The landlord seeks compensation for cleaning in the amount of \$90.00; carpet cleaning in the amount of \$177.75; and flea and ant treatment in the amount of \$304.50. The landlord submits that she had the work done in July 2013 because she was out of town when the tenants vacated the rental unit.

The parties agree that no condition inspection was completed at the start or the end of the tenancy. The landlord has provided photographic evidence of the condition of the rental unit at the end of the tenancy and the need for cleaning and carpet cleaning. The landlord has also provided receipts for cleaning; carpet cleaning; and flea and ant treatment.

The tenants do not dispute the condition of the rental unit at the end of the tenancy but testified that despite having a cat they are not responsible for any fleas in the rental unit.

The tenants submit that their cat never goes outside and therefore could not have brought fleas into the rental unit.

### Analysis

To be successful in a claim for compensation for damage or loss the applicant has the burden to provide sufficient evidence to establish the following four points:

1. That a damage or loss exists;
2. That the damage or loss results from a violation of the *Act*, regulation or tenancy agreement;
3. The value of the damage or loss; **and**
4. Steps taken, if any, to mitigate the damage or loss.

Section 37 of the *Act* requires a tenant who is vacating a rental unit to leave the unit reasonably clean, and undamaged except for reasonable wear and tear, and give the landlord all keys or other means of access that are in the possession and control of the tenant and that allow access to and within the residential property.

Based on the testimony and photographic evidence provided I find the landlord has established the tenants failed to clean the rental unit including carpets as required by Section 37 and as a result the landlord suffered a loss for the cleaning the rental unit and for carpet cleaning. I find the landlord has established the value of that loss to be \$267.75 based on the receipts and invoices submitted into evidence.

As to the landlord's claim for treatment of fleas I find that the treatment included treatment for ants in addition to fleas and there is no evidence before me that the tenants caused an ant problem in the rental unit. As such, the tenants cannot be held responsible for any treatment related to ants.

In addition, as the tenants dispute that they were the cause of any flea infestation it is incumbent on the landlord to provide corroborating evidence to establish that any flea infestation was caused by the tenants.

As the tenants have provided an equally plausible scenario that the tenant in the other rental unit had a pet with fleas and the landlord has provided no additional evidence that the tenants caused the flea infestation, I find the landlord has failed to provide sufficient evidence that the tenants are responsible for the costs to treat the rental unit for flea infestation. I therefore dismiss this portion of the landlord's Application.

Section 23 of the *Act* requires a landlord and tenant to inspect the rental unit on the day the tenant is entitled to possession of the unit. The Section goes to state that it is the landlord's obligation to set the time of the inspection and complete a Condition Inspection Report and provide a copy of that Report to the tenants.

Section 24 stipulates that the landlord extinguishes her right to claim against a security deposit if the landlord does not provide the tenants with at least 2 opportunities to complete a move in inspection; or does provide the opportunity but then does not participate in the inspection; or does not complete the Condition Inspection Report and give a copy to the tenants.

While the landlord extinguished her right to claim against the security deposit I find that it does not preclude the landlord from filing a claim to recover costs incurred by the tenants' failure to comply with Section 37 of the *Act*, as noted above.

However, Section 72(2)(b) of the *Act* allows me to order any amounts owed by the tenants to be deducted from any security deposit due to the tenants.

### Conclusion

I find the landlord is entitled to monetary compensation pursuant to Section 67 in the amount of **\$292.75** comprised of \$177.75 carpet cleaning; \$90.00 rental unit cleaning; and \$25.00 of the \$50.00 fee paid by the landlord for this application as she was only partially successful in her claim.

I order the landlord may deduct this amount from the security deposit held in the amount of \$897.50 in satisfaction of this claim. I grant a monetary order to the tenants in the amount of **\$604.75** for return of the balance of the security deposit.

This order must be served on the landlord. If the landlord fails to comply with this order the tenants may file the order in the Provincial Court (Small Claims) and be enforced as an order of that Court.

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: November 27, 2013