



# Dispute Resolution Services

Residential Tenancy Branch  
Office of Housing and Construction Standards  
Ministry of Housing and Social Development

## **DECISION AND REASONS**

**Dispute Codes:** MN, FF

### **Introduction**

This hearing was convened in response to an application filed by the landlord. The landlord is seeking a monetary order for damages, compensation or loss and the recovery of the filing fee. The total sum sought is \$5,217.00

All parties appeared at the hearing of this matter and gave evidence under oath.

### **Issue**

Did the tenants and/or their pet(s) cause the damage to the rental unit as claimed?

### **Background and Evidence**

The evidence is that this tenancy ended on April 30, 2008 following a Notice to End Tenancy given for landlord's use. A move-in inspection report was prepared however a move-out report was not prepared.

The landlord's agent, daughter of the landlord named in this application (hereinafter referred to as the landlord), says the tenants had 3 cats in the rental unit. The landlord testified that at the start of this tenancy they had a property agent acting for them and the property agent told the tenants they were allowed pets but this was a mistake.

The landlord's agent says she and her husband purchased rental unit for their own use. It is a heritage home but the landlord's agent could not estimate the age of the home. After purchasing the home and the tenant's vacated the landlord's agent noticed a strong odour of cat urine. The landlord's agent says the odour was so bad the landlord had to have the carpets removed and replaced. The landlord submitted photographs of

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what she says are cat urine stains soaked into the subfloor. The landlord therefore replaced the carpet and underlay. The landlord estimates that the carpeting was 8 to 10 years old. The landlord said the cats also scratched the hardwood floors. The landlord provides receipts for carpet and installation costs of \$2,180.00 and hardwood floor refinishing of \$500.00. Receipts for the other items claimed were not supplied in evidence.

The tenants say the hardwood floors were scratched when they moved in. The tenants say the landlord told them the floors would be refinished. The tenants say the landlord did hire someone to do the job but the job was not completed. The tenants say that they had the carpets cleaned and they were satisfactory when they vacated the rental unit. The tenants say their 3 cats were litter box trained and did not urinate on the carpets. The tenants say the carpets were water damaged when the ceiling collapsed following a faulty bathroom renovation.

### Findings

The burden of proving this claim is upon the landlord. The evidence is that the tenants had 3 cats, that the home is old, and the carpets were 8 to 10 years old. There is further evidence that there was a ceiling collapse that caused some damage in the rental unit. I find that the tenants have offered plausible explanations for the most part for the landlord's claims. However, with three cats in the home, I find that it is reasonable and probable that even though the cats may have been well litter box trained, an "accident" or two may have happened. Indeed the landlord's photographic evidence shows 2 stains on the sub-floor. I am not prepared to allow the landlord's claim for carpet replacement in its entirety, but I will allow the sum of \$500.00 as a contribution toward the landlord's expenses in this regard.

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With respect to the refinishing of the hardwood floors I find that the landlord has failed to prove that the floors required refinishing because of the tenants' cats.

With respect to the balance of the landlord's claims I find that the landlord has failed to prove the expenditures themselves or that the tenants are responsible for the costs of replacing a motion sensor light and repainting.

Having been partially successful in her claim, I will award the landlord recover of \$25.00 of the filing fee paid for this application.

Total award in favour of the landlord: \$525.00.