



Dispute Resolution Services

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

Decision

Dispute Codes: MND MNDC MNR MNSD

Introduction

This hearing dealt with an application by the landlord for a monetary order for the costs incurred in addressing the damages and an order to retain the security deposit in partial satisfaction of the claim.

During the hearing, the landlord withdrew her claim for outstanding utility charges.

Issue to be Decided

Whether the landlord is entitled to a monetary order for the costs incurred in addressing the damages and an order to retain the security deposit in partial satisfaction of the claim?

Background and Evidence

On July 15, 2008, the landlord collected a security deposit in the amount of \$1250.00. On August 15, the tenants began their tenancy with an obligation to pay a monthly rent of \$2500.00 due in advance on the first of each month. On the same day, a move-in condition inspection was done. In this tenancy, the

landlord and the tenants agreed for the tenants to have dogs in the rental unit. On October 31, the tenants moved out. On the same day, a move-out inspection was done. The tenants submitted a copy of the move-in and move-out condition inspection reports that are signed by both parties.

The landlord claimed that the tenants' dogs urinated on the living room carpet and damaged the carpet and underlay which now need to be replaced. As well, the dogs urinated in the garage and damaged a rug which also needs to be replaced. The landlord is also seeking recovery of the costs of cleaning the garage.

Analysis

Carpet Replacement

Item Z of the move-out inspection report contains these comments: "Underlaid will be checked for damage at owner's expense. Any damage is tenant's expense." After the tenants moved out, a carpet company pulled up the carpet in the living room and discovered both the carpet and underlay to be damaged by urine. The landlord claims that the tenants' dogs had been urinating in the living room and therefore caused the damages. To support her claim, the landlord submitted three documents. The first one was a letter from the former owner of the house who stated that they never owned any pet except for a bird. The landlord said that since she took over the ownership of the house on July 31, 2008, the tenants were her first set of tenants in this unit. The second document was a photo showing a badly stained underlay that was part of the living room carpet. The third document was an estimate from XXX Rug Ltd that bears the following notation, "carpet and pad are badly damaged with urine and are beyond cleaning. I would recommend removal and sealing of floor with kills or similar sealer... "

The tenants said that their dogs did not urinate in the living room. They submitted photos and a drawing to show that they placed their furniture in such a

manner, the dogs could not have urinated on the one particular corner in question. Upon examination of these documents, I do not find them to be conclusively in proving that the dogs would have no access to the area in question.

Based on the above, I find, on a balance of probabilities, that the tenants' dogs did cause damages to the living room carpet by urinating on it.

The landlord is seeking recovery of the costs of \$1910.00 for replacing the living room carpet based on an estimate done by XXX Rug Ltd. I note that this quote makes no reference to the particular room in the house, the size of the area to be replaced or the type of carpet to be used. I also find no other quotes on file for me to weigh the reliability of this one quote. I therefore allow a claim of \$1500.00 for replacing the living room carpet.

Wood Sealant

I accept the landlord's claim that she needed to paint a sealant on the wood located underneath the damaged carpet in order to be rid of the bacterias and the smell. The landlord said that XXXs Rug Ltd advised her that the costs for a professional company to complete this task would be between \$200.00 and \$250.00. But if the landlord was willing to do it herself, the materials would cost approximately \$100.00. The landlord decided to do it herself and is therefore seeking recovery for the cost of materials in the amount of \$100.00. I allow the landlord's claim for the costs of wood sealant in the amount of \$100.00.

Area Rug in Garage

The landlord said that the tenants' dogs had damaged a rug in the garage by urinating on it. She described this rug to be approximately 3 feet by 4 feet in dimension, unknown in age as it was inherited from the previous owner, placed

by the entrance steps, and used for the purpose of people cleaning their shoes before entering the house. In support of her claim, the landlord submitted a photo showing a badly stained rug.

The tenants said that their dogs urinated in other areas of the garage but not on the rug.

Based on the above, I find, on the balance of probabilities, that the tenants' dogs did cause damages to the rug by urinating on it.

The landlord is seeking recovery of \$200.00 to replace this rug. Having considered the unknown age of this rug, its size and its purpose, I allow a claim of \$20.00 for replacing it.

Cleaning Garage

The landlord said that the garage smelled of dogs' urine and feces and she needed to disinfect and clean the entire area. She is seeking recovery of \$100.00 for costs of the labour and materials in cleaning the garage. She added that her cleaning lady said that she could complete the task in approximately 3 hours.

The tenants did not dispute that their dogs urinated and defecated in the garage but said they had disinfected and scrubbed down the garage before they left.

Based on the above, I find, on the balance of probabilities that the garage needs further cleaning. I allow the landlord's claim for \$100.00 for the costs of labour and materials to clean the garage.

Conclusion

Based on all of the above, I find that the landlord has established a total claim of \$1720.00 as costs incurred in addressing the damages. I order that the landlord retain the security deposit and interest of \$1258.04 in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$461.96. This order may be filed in the Small Claims Court and enforced as an order of that Court.

Dated: December 18, 2008