



Dispute Resolution Services

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

Decision

Dispute Codes: MND MNDC MNSD FF

Introduction

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

Issue to be Decided

Whether the landlords are 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, 2006, the landlords collected a security deposit in the amount of \$900.00. The tenancy began on August 31, 2006. A move in condition inspection was conducted and the report was initialed by one of the landlords and one of the tenants. A monthly rent in the amount of \$1800.00 was payable in advance on the first of each month. During the tenancy, the tenants had dogs living in the rental unit. On August 31, 2008, the tenants moved out. On the

same day, the landlords and the tenants conducted a move out condition inspection but the tenants refused to sign the report.

Analysis

The landlords alleged that the tenants have caused the following damages and they are asking for compensation for the costs in addressing these damages.

Cleaning

The landlords said that the landlord and a neighbor spent 65 hours cleaning the inside of the rental unit. The landlords are asking for compensation at \$30.00 per hour for a total of \$1950.00

I note that the move-in condition inspection report indicates that all parts of the rental unit were clean with exception of some tracks and sills and windows in both bedroom #1 and the kitchen. Photos taken of the rental unit after the tenants moved out show that the rental unit was dirty in most parts. I therefore allow the landlord's claim for 60 hours of cleaning the rental unit at \$15.00 per hour for a total of \$900.00.

Replacing the Carpet, Undelandlord #2ay, Subfloor and Nose Cap of Stairs

The landlords said that the tenants' dogs urinated inside the rental unit and caused damages to the carpet, undelandlord #2ay and sub floor. The tenants admitted that their dogs did cause some stains on the carpet. The tenants also admitted that their dogs did chew the nose cap of the stairs.

I note that the move-in condition inspection report indicates that the carpet throughout the rental unit was in good condition with exception of the living room and the master bedroom carpets which needed some repair. An invoice from a

flooring company dated September 23, 2006 indicates that some carpet repair in the rental unit was completed.

I also note that a carpet cleaning company stated, in an undated letter, that in September 2006, they cleaned the carpet in the rental unit and the carpet was in good condition. Furthermore, they also cleaned the carpet for the tenants on August 31, 2008 but the next day, urine stains resurfaced on both the carpet and the undelandlord #2ay.

Another carpet cleaning company stated in an invoice dated September 2, 2008, that they were unable to clean carpet propelandlord #2y because the carpet, undelandlord #2ay and the sub floor were saturated with pet urine.

Photos submitted show that the living room carpet was severely stained.

Based on the above, I find that the tenants' dogs did cause damages to the carpet, undelandlord #2ay and sub floor by urinating on the carpet. I further find that the damages were to such an extent that the carpet, undelandlord #2ay and sub floor had to be replaced.

On September 8, 2008, the landlord obtained a quote from XYZ Rugs Ltd stating that the costs of replacing 146 yards of carpet and undelandlord #2ay would be \$6524.00. During the hearing, the landlords said that they had replaced the flooring themselves and the total costs for materials, including sealing the sub floors against bacteria and replacing the nose cap of the stairs came to \$3536.17.

This hearing was originally scheduled for November 19, 2008. On that date, the hearing was adjourned for the landlords to complete their repairs and submitted all relevant receipts. Despite this adjournment, the landlords did not submit any invoice or receipt for the costs of replacing the carpet and undelandlord #2ay. I

have also considered the tenants' submission that the carpet was installed in 2005 and thereafter, the rental unit was occupied by other tenants before they moved in. As well, the landlord said that when the tenants moved in, there were two little tears in the Berber carpet. I therefore allow a claim of \$2500.00 as costs incurred in addressing the damaged carpet, undelandlord #2ay and sub floor.

Replacing Keys and Locks

The tenants did not dispute that they had failed to return the keys of the rental unit to the landlords.

The landlords are asking for \$160.00 for replacing the keys and locks but did not submit any supporting invoice or receipt.

During the hearing, the landlord #2, said that he was a professional tradesman and had the skills to complete most of the repairs himself. Accordinthe landlอร์ดy, I allow a claim of \$50.00 for replacing the keys and locks.

Replacing Clasp from Pull Out Drawer under Kitchen Sink

The landlords said that they had to replace the clasp from the pull out drawer under the kitchen sink. They are asking for \$40.00 as costs of the materials. I note that the move out condition inspection report mentions that the shelf bracket under the sink was broken. Again, no receipt or invoice was submitted in support of the landlord's claim in this regard. I therefore allow a claim of \$20.00 for replacing a drawer clasp.

Repairing Drawers

The landlords are asking for \$50.00 as compensation for their labor in repairing the drawers. The landlords did not provide any specifics as the location of the drawers or the nature of the work needed. I also find no mention of broken drawers in the move out condition inspection report or any of the photos. According to the landlord, I dismiss the landlords' claim in this regard.

Replacing Light Fixtures

The landlords said that two light fixtures of a track lighting were damaged and the master bedroom light fixture was missing. The landlords are asking for \$80.00 for replacing the two light fixtures in the track lighting and \$100.00 for replacing the light fixture in the master bedroom for a total of \$180.00. The landlords said that these items are currently on special order. The tenants admitted to having caused damages to light fixtures in the master bedroom and the closet and the track lighting in the media room. Based on the above, I allow a claim of \$180.00.

Replacing Kitchen Tiles

The landlords said that there were three cracked tiles in the kitchen that needed to be replaced. They are asking for \$60.00 as compensation for their labor. I note that the move in condition inspection report indicates that the kitchen floor was in good condition whereas in the move out condition inspection report makes reference to some cracked kitchen floor tiles. Based on the above, I allow the landlords' claim of \$60.00.

Replacing Closet Hanging Bar

The landlords said that the closet hanging bar was missing and submitted a photo in support of their claim. The landlords are asking for \$10.00 for replacing it. The tenants admitted to having lost the hanging bar in the closet. I therefore allow the landlords' claim of \$10.00 for replacing the closet hanging bar.

Replacing Back Door to Garage

The landlords said that the right lower corner of the back door to the garage was chewed and scratched by the tenants' dogs. I note that the move in condition inspection report indicates that all of the doors on the main floor were in good condition whereas the move out condition inspection report indicates that a door in the dining area was damaged. I also note that a photo submitted by the landlords showing a door to be damaged at the lower right hand corner. The landlords said that this door was made of solid wood and a similar door at Home Depot would cost \$480.00. I find no documentation to support the landlords' claim in this regard. I therefore allow a claim of \$200.00 to replace the back door to the garage.

Repairing Back Entrance to Room with Fireplace where Doggy Door was hung

I find no notation in the move out condition inspection report or any photo to support the landlords' claim for this alleged damage. I therefore dismiss the landlords' claim in this regard.

Repairing Shoji Door

The landlords said that the track for the shoji door was pulled off the wall. I note that the move-in condition report makes no mention of any problem with the shoji door in the master bedroom and a photo of this door taken by the landlords in 2005 shows that the door was "on track". The landlords are asking for \$80.00 as compensation for the labor in repairing it. I allow a claim of \$50.00 in this regard.

Replacing Mirror attached to Vanity

The landlords said that the mirror attached to the vanity located in the master bedroom bathroom is broken and needed to be replaced. The landlords said that the replacement mirror would cost \$60.00 and is currently on special order. I note that the move in condition inspection report indicates that everything in the master bedroom bathroom was in good condition except for the wall which was in fair condition; whereas there was a notation in the move out condition inspection report indicating the mirror there was broken. Based on the above, I allow the landlords' claim of \$60.00 for replacing the broken mirror.

Repairing Scratches on Washer and Dryer

The landlords stated in a list of damages and costs that the dryer drum needed to be replaced for a cost of \$150.00. During the hearing, the landlords said that they intended to repair the scratches instead. However, such repairs were not their priority. Based on the above, I dismiss the landlords' claim in this regard.

Repairing Wall

The landlords said that they had to patch up holes and paint the wall in the 4th bedroom. They are asking for \$100.00 as compensation for their labor. I note that there was no notation in the move out condition inspection report to indicate that there was any damage to the 4th bedroom wall. As well, no photo was submitted to show such damages. I therefore dismiss the landlords' claim in this regard.

Cleaning Deck and Yard

The landlords said that the yard and decks needed substantial clean up. I note that the move in condition inspection report indicates that these areas were in good condition while the move out condition inspection report indicates that they were not cleaned. The landlords also submitted numerous photos showing the

unclean conditions of the decks and the yard when the tenants moved out. The landlords are asking for \$650.00 as compensation for their labor in cleaning these areas. However, the landlords provided no details as to the cost per hour and the number of hours required to complete such tasks. According to the landlord, I allow a claim of \$325.00 for cleaning the yard and the decks.

Remove and Replace 13 Cedars

The landlords said that 13 cedars died during the tenancy. They are asking for \$735.93 as costs to replace these cedars. The tenants said that in 2007, the cedars started dying and they phoned the landlords to inform them. At the time, the landlords told the tenants not to worry and they would send someone to look at the cedars. Based on above, I find the landlords not to have proven that the tenants had caused the cedars to die. The landlords therefore should not be compensated in this regard.

Remove and Replace 2 Weeping Willows

The landlords said that two weeping willows in the back yard died during the tenancy. They are asking for \$500.00 as costs to replace these two weeping willows. The tenants said that in 2007, the septic tank backed into the area of the backyard where the weeping willows were located. This area became marshy and the tenants then turned off the sprinklers. The weeping willows eventually died. The landlords denied that there was a septic tank back up. Based on the above, I find the landlords not to have proven that the tenants had caused the weeping willows to die. The landlords therefore should not be compensated in this regard.

Re-hang Lattice Divider

The landlords said that a lattice divider in the yard was knocked out by the tenants' dogs. They submitted a photo showing a lattice panel leaning against a fence. The landlords added that they planned to buy a new sheet of lattice, stain it and re-hang it in place of the damaged one. They are asking for \$40.00 as costs of their labor. Based on the above, I allow the landlords' claim of \$40.00 as costs of labor in replacing the lattice divider.

Re-fill Soil, Replace Perennials

The landlords said that the tenants' dogs had dug up the planter beds and removed the perennials. They are asking for \$250.00 as cost for replacing 30 to 40 bedding plants. The tenants said that when they moved in, there were no perennials in the planter beds. I note that while the move in condition inspection report does mention the planter beds to be in good condition, it makes no mention of any perennials being there. Based on the above, I find the landlords not to have proven that there were perennials in the planter beds when the tenants moved in. The landlords therefore should not be compensated in this regard.

Conclusion

Based on all of the above, I find that the landlords have established a total claim of \$4395.00. The landlords are also entitled to recovery of the \$100.00 filing fee. I order that the landlords retain the security deposit and interest of \$928.79 in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$3566.21. This order may be filed in the Small Claims Court and enforced as an order of that Court

Dated: December 15, 2008