



# Dispute Resolution Services

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

**Dispute Codes:** MN, MNSD, FF

## **Introduction**

This hearing dealt with an application by the landlord pursuant to the *Residential Tenancy Act* for orders as follows:

1. A monetary order pursuant to Section 67;
2. An Order to retain the security and/or pet deposit pursuant to Section 38; and
3. An Order to recover the filing fee pursuant to Section 72.

I accept that the tenant was properly served with the Application for Dispute Resolution hearing package by way of registered mail.

Both parties were given a full opportunity to be heard, to present evidence and to make submissions. Neither party requested an adjournment or a Summons to Testify.

On the basis of the solemnly sworn evidence presented at the hearing a decision has been reached.

## **Issue(s) to be Decided**

Whether the landlord is entitled to monetary order for compensation for damage and/or loss, whether the landlord is entitled to retain the security deposit and recovery of the filing fee paid for this application.

## **Summary of Background and Evidence**

The landlord submitted evidence of damage to the rental property. The evidence consisted of photographs, receipts for expenditures to make repairs and the testimony of the landlord, her daughter and one other witness. The landlord also submitted a Condition Inspection Report prepared at move-in and move-out. At move-out the report shows numerous notations of items damaged, dirty or stained. The tenant's signature is

noted on the report signed January 9, 2009 agreeing to deductions to be made from her security deposit of \$750.00.

The landlord testified that when she attended to complete the move-out inspection report she could not remain in the rental unit for any length of time due to the extraordinary odour of animal urine. The landlord testified that she had an extreme allergic reaction to the animal urine smell. The landlord testified that the tenant was allowed to have one small dog but the landlord was unprepared for the stains and odours that resulted after the 17 month tenancy. The landlord testified that the previous tenants did not have pets. The landlord testified that prior to renting the home out she had lived in it herself for many years and she never had pets. The landlord testified that the only pet that has ever occupied the rental unit was this tenant's pet. The landlord testified that in addition to the stains to the carpeting and extreme odour, the tenant had done very little, if any, general cleaning when she left the rental unit. The landlord produced photographs showing heavily stained carpets, a damaged bi-fold door, holes in the walls apparently from hanging pictures, a burn on the arborite kitchen counter, 3 buckets filled with dirty water, the landlord testified that this water was left after cleaning the windows. The landlord also produced photographs of the inside of the cupboards, the oven, the floors all indicating that they had not been cleaned. In addition the landlord produced photographs of several jugs of "Nature's Miracle Stain & Odor Remover".

The landlord estimated that replacing the wall-to-wall carpeting and underlay would have cost in excess of \$5,000.00 so she began to research how to remove urine stains and odours. The landlord discovered that Nature's Miracle combined with distilled water was highly recommended. The landlord embarked on this program and after approximately 8 treatments the odour was eliminated. The landlord testified that because some stains cause odours but are not visible it was necessary to purchase a "urine finder" to locate and treat these stains. Due to the landlord's extreme reaction to the odour, the landlord's daughter took over treating the stains/odours as well as general cleaning of the rental unit on behalf of her mother. The daughter testified that she spent 21 hours to clean the unit and treat the urine stained wall-to-wall carpeting using over 11 gallons of Nature's Miracle and 26 gallons of distilled water as

recommended. The landlord submitted photographs depicting the carpet after being shampooed. The photographs show numerous stains. The landlord's daughter confirmed the landlord's testimony respecting the condition of the rental unit. The landlord's daughter testified that she attended during the day of the move-out inspection because of her mother's reaction to the odour. The landlord's daughter testified that there was an overwhelming stench in the rental unit and the carpets were saturated with urine and feces.

A further witness, MC, testified that she too attended with the landlord. MC's testimony was similar to that of the landlord's daughter noting the stench of urine and feces in the rental unit, severe stains on the carpet, and a lack of general cleaning throughout. The landlord testified that professional cleaning services were very expensive and her daughter who does some professional cleaning agreed to accept \$20.00 per hour for the work.

The landlord testified that the tenant also re-keyed the locks without the landlord's permission. The landlord testified that while the tenant did replace the locks the landlord had installed the tenant did not return all the keys and the landlord was forced to have the locks re-keyed for the security of the rental unit.

With respect to the claim for one month's loss of revenue the landlord says the stench of the urine took so many treatments to eliminate that she simply could not show the rental unit to prospective tenants. The landlord testified that it took 8 treatments over the course of a few weeks to eliminate the odours.

The landlord claims the following:

Urine Finder	17.91
2 x 32 oz Nature's Miracle	35.82
1 Oven Cleaner	5.92
11 gallons Nature's Miracle	406.47
26 Gallons Distilled Water , rental of steam cleaner twice and arm and hammer deodorizer	152.06
Repair to burnt arborite counter	126.00
Repair to broken door	60.00

Re-keying locks	83.51
"Polyfilla" to fill holes in kitchen and hall way	5.02
"Spray Klean" and Ammonia	7.10
Rubber gloves	4.47
Labour for cleaning house 21 hours x \$20.00 per hour	420.00
Labour for steam cleaning	290.00
Loss of revenue 1 month	1,500.00
<b>Total</b>	<b>3,114.28</b>

The tenant says she signed the Condition Inspection Report agreeing to the damages noted and allowing the landlord to retain her deposit because she didn't want to deal with the landlord any further. The tenant testified that she now regrets having done so and she denies causing any damage to the rental unit. The tenant testified that in addition to denying having caused any damage, she wants her full deposit to be returned to her. With respect to the stains to the carpet the tenant argued that if the landlord was required to use a "urine finder" to find the stains then the stains could not have been that bad. The tenant testified that she shampooed the carpets and they were fine when she left. The tenant says she should not be held responsible for the cleaning costs because the cleaning was done by the landlord's daughter who is not a professional. The tenant says that she should not be held responsible for the cost of the cleaning supplies because if the landlord had hired professionals the supplies would have been included. The tenant says she should not be held responsible for the cost of the urine finder because the landlord still has it. The tenant submitted letters from witnesses. One witness' says he cleaned the rental unit with the tenant. The witness' letter states that the that the pictures of the black marks on the kitchen floor were caused by the landlady and her daughter who made the black marks and then photographed them. The letter also attests to the tenant paying \$400.00 for landscaping. A further letter attests to the cleanliness and that she believes the landlord could not rent her home due to the economic slow and not due to the tenant's ill character.

## Findings

Without exception, I prefer the evidence of the landlord. I find that it is well documented with receipts and photographs and corroborated by the testimony of the landlord's witnesses in attendance at the hearing. But foremost, I prefer the evidence of the landlord because it is consistent with the condition of the rental unit as stated on the move-out condition inspection report as agreed to by the tenant. In contrast, the tenant was unable to provide further evidence to corroborate her testimony regarding her agreement with the report and her testimony was inconsistent with her position at the time the condition inspection report was signed.

Having found that I prefer the landlord's evidence, I will allow the landlord's claim for damages in the sum of \$2,364.28. I have not allowed the landlord's full claim for loss of revenue in the sum of \$1,500.00 but will allow \$750.00 or half a month's loss of revenue. I make this award finding that it is reasonable and probable that it was necessary to apply numerous treatments over the course of a few weeks to eliminate the stench from the carpeting and that during the course of this treatment the rental unit could not be shown let alone re-rented to new tenants.

### ***Security Deposit***

I find further that the landlord is entitled to retain the security deposit and interest to the date of this decision in partial satisfaction of the rental arrears.

### ***Filing Fees***

I find that the landlord is entitled to recover the filing fees paid for this application.

### ***Calculation of total Monetary Award***

Monetary Award	\$2,364.28
Filing Fees for the cost of this application	50.00
Less Security Deposit and interest from August 1, 2007 to the date of this Order	-766.04
<b>Total Monetary Award</b>	<b>\$1,648.24</b>

### **Conclusion**

The landlord is provided with a formal copy of an order for the total monetary award as set out above. Should the tenant(s) fail to comply with this Order, this Order may be filed and enforced as an Order of the Provincial Court of British Columbia.,