

DECISION

Dispute Codes: MND, MNSD, FF

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.

At the outset of the hearing, the landlords withdrew their application for a monetary order for the costs of photo developing, registered mail and photocopying.

On April 6, 2007, the landlords collected from the tenants a security deposit of \$525.00 and a pet damage deposit of \$375.00. The tenancy began on May 15, 2007. Rent in the amount of \$1050.00 was payable in advance on the first day of each month. The tenants moved out on January 31, 2009.

The landlords are claiming the following costs incurred in addressing the damages.

Carpet Cleaning, Drywall & Header Repair and Screen Door Replacement

During the hearing, the tenants agreed to pay the landlords \$313.95 for carpet cleaning and \$150.00 for drywall and header repair. As well, both parties agreed for the tenants to pay the landlords \$50.00 for screen door replacement. I therefore allow a claim for \$513.95.

Carpet Replacement

The landlords gave the following evidence regarding the condition of the carpet at the end of tenancy. The tenants' two dogs and cat had urinated throughout

the unit. As a result, at the end of tenancy, the carpet, the underlay and some of the floor boards were damaged by pet urine. As well, they were animal feces left underneath the carpet at some parts of the unit. To support their claim, the landlords submitted 28 photos; a letter from the new tenants; and a carpet cleaning invoice. The tenants agreed that their dogs and cat had urinated and damaged the carpet in one of the bedrooms and that this carpet needed to be replaced. They gave the following evidence regarding the condition of the carpet in other parts of the unit. When they moved in, there were already stains on the carpet. Their dogs and cat did not urinate in other parts of the unit other than the one bedroom. The water leakages in the house had likely caused the smell of urine throughout the unit.

I have not accepted the landlords' allegation that the master bedroom carpet was damaged by the tenants and needed to be replaced. My finding in this regard was based on a written submission from the landlords stating that "There were urine stains in every room, except the master bedroom". I also find insufficient evidence to show that the carpet of the stairs and two other bedrooms was damaged. Accordingly, I find that the landlords have not proven that the carpet of the master bedroom, two other bedrooms and the stairs were damaged.

The landlords submitted photos showing pet urine stains on the carpet and underlay in the living room, dining room and hallway. The tenants did not dispute these photos. As well, written comments in the carpet cleaning invoice dated January 27, 2009 indicate that there was strong pet odour in the hallway. I have also considered the letter from the new tenants stating that they had observed pet urine stains throughout the unit. Based on the above, I find that the landlords have proven that the carpet in the living room, dining room, hallway and the one bedroom was damaged by the tenants and that it needed to be replaced. Accordingly, I also find that landlords have proven that the tenants have caused damage to 50% of the carpet in the unit and that such carpet needed to be replaced.

The landlords are seeking recovery of the following costs for carpet replacement.

Labour to remove old carpet	\$300.00
Mileage & usage of truck going to dump	\$150.00
Dump fees	\$ 19.00
Carpet Replacement	\$1700.00
Total	\$2169.00

To support their claim, the landlords submitted receipts for the dump fees of \$19.00 and the carpet replacement of \$1700.00. No supporting documentation for the labour and the mileage and usage of the truck was submitted. In view of the lack of supporting documentation for these two items, I find reasonable to accept a claim of \$150.00 for the labour and \$75.00 for the mileage and usage of the truck. The total claim for carpet replacement thus becomes \$1944.00. The tenants maintained that they are responsible for replacing only the carpet of the one bedroom in the amount of \$340.50.

In reaching my decision, I have considered the followings. The landlords have proven that the tenants had caused damages to only 50% of the carpet in the unit. The landlords said that the carpet in the unit was 5 years old at the end of tenancy. The tenants' testimony that there were stains on the carpet when they moved in was undisputed. Accordingly, I find reasonable to allow 25% of the total claim for the amount of \$486.00.

Based on all of the above, I find that the landlords have established a total claim of \$999.95. The landlords are also entitled to recovery of the \$50.00 filing fee. I order that the landlords retain the security deposit, pet damage deposit and interest of \$924.80 in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$125.15. This order may be filed in the Small Claims Court and enforced as an order of that Court.

Dated June 30, 2009.