

DECISION

Dispute Codes MND, MNDC, MNSD, FF

Introduction

This hearing dealt with the landlord's Application for Dispute Resolution for a monetary order.

The hearing was conducted via teleconference and was attended by the landlord. The tenants did not attend.

The landlord had provided receipts from Canada Post confirming service by registered mail to the tenants dated December 8, 2009. The landlord also testified at the outset of the hearing that he had confirmed online that the tenants had received and signed for the notice of hearing documents.

As well, at the start of the hearing I pointed out to the landlord that his claim against the tenants for damage to the unit and damages and losses was in excess of \$25,000.00 beyond the jurisdiction of this hearing. The landlord amended his financial claim to a total of \$24,999.00.

Issues(s) to be Decided

The issues to be decided are whether the landlord is entitled to a monetary order for damage to the unit; for damage or losses under the Act; for all or part of the security deposit and to recover the filing fee from the tenant for the cost of the Application for Dispute Resolution, pursuant to sections 38, 67, and 72 of the *Residential Tenancy Act (Act)*.

Background and Evidence

The landlord submitted the following documents into evidence:

- A copy of a tenancy agreement and addendum signed by the parties on December 16, 2008 for a 6 month fixed term tenancy beginning on January 1, 2009 for a monthly rent of \$1,950.00 due on the 1st of the month with a security deposit of \$975.00 and a pet damage deposit of \$1,950.00 paid on January 1, 2009;
- A summary of the evidence, events and landlord's monetary claim;
- Correspondence between the tenant and the landlord dating from May 8, 2009 to July 18, 2009 regarding the dispute;
- A copy of a summary of damages and repairs completed and costs of repairs completed dated June 10, 2009 from the restoration contractor for the amount of \$14,080.50;

- A copy of a letter from the property manager, dated May 1, 2009 advising the landlord that costs for repairs to the unit on the floor below the rental unit are his responsibility;
- A receipt for printing costs for evidence at this hearing;
- An invoice from a separate contractor for drywall work, painting, flooring and cleanup in the amount of \$9,555.00

The landlord clarified in his testimony that the costs and receipts received for this hearing included all restoration work completed in the unit below the dispute address and was for all costs incurred related to the events leading to this claim.

The evidence submitted by the landlord shows the building manager on May 7, 2009 discovered that the unit below the rental unit was having water problems the cause of which turned out to be found in this rental unit. It was discovered by the building manager and a restoration contractor that the cause was pet urine from the pets in the rental unit.

The documentation shows that the tenant did not take her pets out to urinate and that they were expected to urinate on a mat in one of the rooms, however, the animals had urinated all over the rental unit and caused substantial damaged to the new flooring and drywall throughout the rental unit and in the unit below.

The tenants provided no documentary evidence and did not attend the hearing.

Analysis

Section 32 of the *Act* requires a tenant to maintain reasonable health, cleanliness and sanitary standards throughout the rental unit and the tenant must repair damage to the rental unit or common areas that is caused by the actions or neglect of the tenant.

I find, based on the evidence before me, the tenants failed to meet this obligation and are therefore responsible for the costs incurred by the landlord for repair and restoration.

Conclusion

I find that the landlord is entitled to monetary compensation pursuant to Section 67 in the amount of **\$25,099.00** comprised of \$24,999.00 damage and loss under the *Act* and the \$100.00 fee paid by the landlord for this application.

I order the landlord may deduct the security deposit, pet damage deposit and interest held in the amount of \$2,925.00 in partial satisfaction of this claim. I grant a monetary order in the amount of **\$22,174.00**. This order must be served on the tenants and may be filed in the Provincial Court (Small Claims) and enforced as an order of that Court.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Residential Tenancy Act*.

Dated: April 20, 2010.

Dispute Resolution Officer