



Dispute Resolution Services

Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes MND, MNSD, FF

Introduction

This hearing dealt with an application by the landlords for a monetary order and an order to retain the security and pet deposits in partial satisfaction of the claim. Both parties participated in the conference call hearing.

Issue to be Decided

Are the landlords entitled to a monetary order as claimed?

Background and Evidence

The parties agreed that the tenancy began on May 1, 2009 and ended on April 30, 2010. They further agreed that the landlords hold a security deposit of \$800.00 and a pet deposit of \$450.00.

The landlords testified that the tenant failed to maintain the lawn at the rental unit and caused damage to the lawn that required repair. The landlords presented an invoice showing that they paid \$1,341.06 to have the lawn aerated, the turf removed from the front yard, top soil and fertilizer put down and new turf installed. The landlords testified that they met with the tenant approximately 2-3 weeks before the end of the tenancy and advised the tenant that he would need to repair the lawn as it was badly damaged. The tenant agreed to do repairs. The parties conducted an inspection of the unit at the end of the tenancy and generated a condition inspection report (the "Report"). The Report shows that they agreed the tenant would pay \$350.00 to "assist with front yard repair." The landlords testified that at the time the Report was generated, they looked

out the back window and saw that the back yard had been hydroseeded. The landlords said the tenant told them it would have to be watered twice a day and they did not respond, but made the assumption that the tenant would come to the residential property twice a day to perform the watering as long as it was required. The landlords claim that after several days, the back yard had turned into “soggy boggy mess” and that it became apparent that the hydroseeding would have to be removed and the yard repaired.

The tenant agreed that the yard required considerable repair and that he was responsible for the damage. The tenant further agreed that he told the landlords that the area would have to be watered twice a day and testified that he assumed the landlords would take on the responsibility as they did not advise him that they expected him to continue watering.

The landlords testified that at the time the Report was generated, the 5 year old carpet in the unit were still wet from having been professionally cleaned and that the windows to the unit were open. The landlords closed the windows and after the carpet had dried, discovered that the living room and bedroom carpet was stained and had a strong, offensive pet odour. The landlords claimed that the tenants had as many as 5 dogs in the unit during the tenancy. The landlords presented evidence showing that they paid \$1,899.72 to replace the carpet and underlay in those rooms and seek to recover 80%, or \$1,519.78 of that cost.

The tenant did not dispute having a number of dogs in the rental unit but argued that the landlords should have been able to determine whether there was any damage to the carpet at the time the report was generated.

Analysis

The landlords were at the rental unit before the end of the tenancy and at that time, discussed the repair of the yard with the tenant. Because the landlords had notice that there were issues with the yard, they bore an obligation to inspect the yard at the end of the tenancy to determine whether the repair performed by the tenant was adequate. I

find that the landlord's failure to inspect led the tenant to agree in writing to pay \$350.00 for repairs to the front yard and gave him the expectation that the issues with the yard had been settled. The landlords further bore the responsibility of communicating their expectations with respect to watering. I find it unreasonable that the landlords expected the tenant to return to water the back yard after he had surrendered control of the premises and find that as they did not clearly communicate this to the tenant, they cannot hold him responsible for the failure of the yard to thrive. I find that in light of the circumstances, the landlords must be bound by the agreement reflected on the Report and accordingly I award the landlords \$350.00.

I accept that the stains in the carpet and the odours trapped therein were not apparent when the parties conducted the inspection of the unit. Although the Report does not indicate any damage to the carpet, I find that even if the landlords had inspected the carpet on their hands and knees on that date, it is unlikely they would have discovered problems as the carpets were still damp. I accept that the tenant's dogs likely caused damage to the carpet which may be characterized as beyond reasonable wear and tear. The tenant submitted a copy of the invoice from his carpet cleaner which notes that a large stain in the living room was caused by dog feces and may be permanent. I find that the tenant must be held liable for the loss. Residential Tenancy Policy Guideline #37 identifies the useful life of carpets as 10 years. I find that the tenant deprived the landlords of half of the useful life of the carpet and underlay and I award the landlord \$949.86, which is 50% of the cost of replacing the carpet.

As the landlords have been partially successful in their claim I award them \$50.00 which represents the filing fee paid to bring their application.

Conclusion

The landlords have been awarded 1,349.86. I order the landlords to retain the pet and security deposit totalling \$1,250.00 in partial satisfaction of their claim and I grant the landlords a monetary order under section 67 for the balance due of \$99.86.

Dated: September 30, 2010

Dispute Resolution Officer