

Decision

Dispute Codes: MND, MNSD, FF

Introduction

This hearing dealt with the landlord's application for a monetary order as compensation for damage to the unit, site or property / retention of the security deposit / and recovery of the filing fee. Both parties participated in the hearing and gave affirmed testimony.

Issues to be decided

- Whether the landlord is entitled to any of the above under the Act, regulation or tenancy agreement

Background and Evidence

Pursuant to a written tenancy agreement, the tenancy spanned the period from June 1, 2008 to July 30, 2010. At the time when tenancy ended, monthly rent was \$835.00. A security deposit of \$400.00 was collected near the outset of tenancy. A move-in condition inspection and report were completed at the start of tenancy. However, as the parties were unable to arrange for a mutually suitable time, the landlord completed a move-out condition inspection and report in the tenant's absence.

The thrust of the landlord's application concerns the recovery of certain costs incurred following the end of tenancy. These costs arise from cleaning and deodorizing required in the unit, mainly but not exclusively the result of pet (cat) urine. Efforts to eradicate the smell involved removal and replacement of carpet and the underlay pad throughout the unit, in addition to preparation / sealing of the underlying concrete surface. During the hearing the parties exchanged views on some of the circumstances surrounding the dispute and undertook to achieve a resolution.

Analysis

Section 63 of the Act provides that the parties may attempt to settle their dispute during a hearing. Pursuant to this provision, discussion between the parties during the hearing led to a partial resolution. Specifically, it was agreed that the tenant will accept responsibility for the following specific costs:

\$110.00: carpet cleaning

\$105.00: drape cleaning / repairs

\$25.00: suite cleaning

Total: \$240.00*

The remaining aspects of the claim and my findings around each are set out below.

\$481.60: *removal of carpet & floor prep*. Evidence submitted by the landlord includes a “work record” in support of costs totaling \$380.00 to “remove carpet, pad, painting carpeted areas.” While the landlord testified that the balance of \$101.60 is comprised of 5 hours of labour for each of 2 persons, in addition to tax, there is insufficient documentary evidence to support this aspect of the claim, for example, a receipt for payment or a log showing a specific breakdown of when work was undertaken. However, on a balance of probabilities I prefer the landlord’s testimony and I find that the above work was required in order to eradicate the smell of pet urine. In the result, I find that the landlord has established entitlement limited to the full amount shown on the “work record” which is **\$380.00***.

\$1,235.36: *carpet & pad replacement*. The landlord testified that the total cost for replacing the carpet and underlay pad throughout the entire unit was \$1,819.69. The landlord undertook a calculation of the tenant’s portion of this cost in consideration of the length of tenancy (approximately 2 years) and the estimated age of the carpet at the start of tenancy (approximately 10 months). The tenant disputed that the carpet was only 10 months old at the start of tenancy, and while she acknowledged owning several

pets, she disagreed that pet smells (urine in particular) were such as to warrant the replacement of carpet and underlay pad.

The most definitive documentary evidence related to cost is a “work record” showing \$1,103.00 plus taxes to “replace carpet due to cat pet odour that could not be eliminated.” Further to this, there are only manual notations showing other figures on a worksheet which appears to accompany the move-out condition inspection report.

Having considered the testimony of the parties, on a balance of probabilities I prefer the evidence of the landlord that the carpet and underlay pad were in need of replacement as a result of smells resulting from pet urine in particular. While I accept the landlord's testimony that the carpet was only approximately 10 months old at the time when tenancy began, I find there is limited documentary evidence before me concerning the actual cost incurred.

Residential Tenancy Policy Guideline # 37 speaks to the “Useful Life of Work Done or Thing Purchased,” and provides that the useful life of carpet is 10 years. On the basis of carpet which was nearly 1 year old when tenancy began, and in consideration of a tenancy which was approximately 2 years in duration, I find that the landlord has established entitlement to recovery limited to 70% of the cost shown on the “work record,” which is **\$772.10*** ($\$1,103.00 \times 70\%$).

As the landlord has largely been successful in this application, I find that the landlord has also established entitlement to recovery of the **\$50.00*** filing fee.

Following from the above, I find that the landlord has established a total claim of **\$1,442.10** ($\$240.00 + \$380.00 + \$772.10 + \50.00). I order that the landlord retain the security deposit of \$400.00, plus interest of \$3.51 [total: **\$403.51**], and I grant the landlord a monetary order under section 67 of the Act for the balance owed of **\$1,038.59** ($\$1,442.10 - \403.51).

Conclusion

Pursuant to section 67 of the Act, I hereby issue a **monetary order** in favour of the landlord in the amount of **\$1,038.59**. Should it be necessary, this order may be served on the tenant, filed in the Small Claims Court and enforced as an order of that Court.

DATE: December 31, 2010

Dispute Resolution Officer