



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Housing and Social Development

## **DECISION**

**Dispute Codes:** MNSD, MND, FF

### **Introduction**

This is the Landlord's application for a Monetary Order for damage to the rental unit; to apply the security deposit towards her monetary award; and to recover the cost of the filing fee from the Landlord.

The Landlord gave affirmed testimony at the Hearing.

The Landlord testified that she mailed the Tenant the Notice of Hearing documents on July 15, 2010, by registered mail, to the Tenant at the forwarding address provided by the Tenant at the move-out inspection. The Landlord provided the tracking number for the registered mail documents. A search of the Canada Post tracking system indicates that the Tenant accepted delivery of the documents on July 19, 2010. On November 3, 2010, the Tenant provided documentary evidence to the file.

I accept the Landlord's agent's affirmed testimony that she served the Tenant with the notice of Hearing Documents in accordance with the provisions of Section 89(1)(c) of the Act. In spite of being served with the documents, the Tenant did not sign into the teleconference and the Hearing proceeded in her absence.

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

- (1) Is the Landlord entitled to a monetary order for damages to the carpet and general cleaning of the rental unit?

### **Background and Evidence**

The Landlord gave the following testimony:

The tenancy began on August 15, 2009. Monthly rent was \$1,400.00 including utilities, due on the first day of each month. The Tenant paid a security deposit in the amount of \$700.00 and a pet damage deposit in the amount of \$300.00 on July 28, 2009.

The carpets in the rental unit were new when the Tenant moved in. The Tenant had a cat, or cats, and the carpet in one of the bedroom reeked of cat urine at the end of the tenancy. The carpet was shampooed and deodorizer applied, but it could not be salvaged. The Landlord had to replace the carpet.

The Tenant did not shampoo any of the carpets at the end of the tenancy, or leave the rental unit in a state of reasonable cleanliness.

The Landlord seeks a monetary award for damages, calculated as follows:

Cost to remove old carpet, and install new carpet and underlay	\$436.76
Cost to hire cleaners	\$210.00
Cost of paint roller	\$11.97
Cost of deodorizer	\$14.68
Cost of oven cleaner	\$5.75
Cost to clean, sanitize and disinfect carpets (3 bedrooms, 5 steps)	<u>\$240.80</u>
TOTAL	\$919.96

The Landlord provided receipts for the cost of replacing the carpets and underlay, carpet deodorizer, the cost of shampooing the carpets, oven cleaner and a paint roller (to apply the deodorizer), and the invoice from cleaners for cleaning the rental unit.

## **Analysis**

The invoice from the carpet cleaner notes: “strong pet urine odor in middle bd especially. Hopefull that underpad is not compromised with pet urine, if so carpet will need to be pulled back and underpad replaced in bad areas.” (reproduced as written).

The invoice from the cleaning service notes: “animal hair everywhere. Sticky floors + walls. Dirty light fixtures. Dirty oven. Dirty windows inside. Bath tub soap scum.” (reproduced as written).

The invoice from the carpet replacers notes: “Removal and replacement of carpet in bedroom due to pet odour (cat urine).” (reproduced as written).

Based on the testimony and documentary evidence provided by the Landlord, I am satisfied that the carpet in the one bedroom smelled of cat urine and that the Landlord attempted to remove the odour by shampooing and deodorizing the carpet and underlay. I am also satisfied that the rental unit was not left in a reasonable state of cleanliness at the end of the tenancy. The Landlord has established a monetary claim in the amount of \$919.96.

The Landlord has been successful in her claim and is entitled to recover the cost of the filing fee from the Tenant.

The Landlord is holding a security deposit in the amount of \$700.00 and a pet damage deposit in the amount of \$300.00. No interest has accrued on the deposits. Further to the provisions of Section 72 of the Act, the Landlord may deduct the amount of \$969.96 from the deposits in full satisfaction of her monetary award. The remaining \$30.04 is to be returned to the Tenant within 15 days of the Landlord’s receipt of this Decision.

## **Conclusion**

The Landlord has established a monetary award in the amount of \$969.96 against the Tenant. The Landlord may deduct her award from the security and pet damage

deposits. The remainder in the amount of \$30.04 must be returned to the Tenant within 15 days of the Landlord's receipt of this decision.

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: December 13, 2010.

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