



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Public Safety and Solicitor General

DECISION

Dispute Codes MND, MNR, MNSD, MNDC, FF

Introduction

This hearing was convened by way of conference call to deal with the landlord's application for a monetary order for damage to the unit, site or property; for a monetary order for unpaid rent or utilities; for an order permitting the landlord to retain the pet damage deposit or security deposit in partial or full satisfaction of the claim; for a monetary order for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement; and to recover the filing fee from the tenants for the cost of this application.

The landlord attended the conference call hearing and gave affirmed testimony, however, despite being served with the Landlord's Application for Dispute Resolution and notice of hearing documents by registered mail on September 17, 2010, the tenants did not attend. The landlord also provided an evidence package in advance of the hearing. All evidence and testimony provided has been reviewed and is considered in this Decision.

Issue(s) to be Decided

Is the landlord entitled to a monetary order for damage to the unit, site or property?

Is the landlord entitled to a monetary order for unpaid rent or utilities?

Is the landlord entitled to an order permitting the landlord to retain the damage deposit or security deposit in partial or full satisfaction of the claim?

Is the landlord entitled to a monetary order for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement?

Background and Evidence

This fixed term tenancy began on May 1, 2010 and was to expire on June 30, 2011. Rent in the amount of \$990.00 per month was payable in advance on the 1st day of each month. The tenancy agreement, a copy of which was provided in advance of the hearing, also provided that the tenants were responsible for payment of 40% of the gas

and hydro for the building. On March 26, 2010 the landlord collected a security deposit from the tenants in the amount of \$495.00 and on April 28, 2010 the landlord collected a pet deposit from the tenants in the amount of \$300.00.

The landlord testified that on July 15, 2010 he issued a 1 Month Notice to End Tenancy for Cause with an effective vacancy date of August 31, 2010. A copy of that notice was provided in advance of the hearing and states that, "adversely affect the quiet enjoyment, security, safety or physical well being of another occupant or the landlord" but does not indicate who has. It further states: "Tenant has not done required repairs of damage to the unit/site," and added in handwriting states: "Regular clean up of dog droppings." Further: "Breach of a material term of the tenancy agreement that was not corrected within a reasonable time after written notice to do so." The landlord also testified that the tenants moved from the rental unit on September 1, 2010. The rental unit was re-rented on October 1, 2010

On August 31, 2010 the landlord and tenants together conducted a move-out condition inspection report on the same form as used on move-in. A copy of that report was provided in advance of the hearing, and it shows a signature of a tenant stating that he/she agreed that \$250.00 to \$300.00 would be deducted from the security deposit and/or pet damage deposit. The report also shows that the male tenant agreed with the report with the exception of kitchen window coverings.

The landlord also testified that the tenants had a dog that had "whip-worm eggs," which is contagious and the landlord has a retriever. The rental unit is a suite on the ground floor of a house, and the landlord lives in the upper unit. The tenants' dog had diarrhea and left piles of droppings throughout the yard and grass. The landlord further testified that he had to remove the soil or put down a membrane to prevent his dog from contracting the disease. He used the membrane option and concrete blocks as recommended by the Department of Health.

The landlord also testified that he had spoken to the tenants about the health of their dog and they denied there was any problem, but stated the dog may have picked up a virus while camping.

The landlord also stated that the carpet in the rental unit had to be replaced because of bad stains due to the dog's condition, and whip-worm throughout the rental unit. He stated that the carpets were 4 ½ years old when the tenant moved in, and he used the same quality of carpeting that had been in the unit. He also provided a copy of an email from a carpet cleaner who stated that the carpets were in excellent condition and stain free when he cleaned them in April, 2010, but the condition on September 2, 2010 was such that he would not be able to bring the carpets back to an acceptable condition.

The email also states that large stains appear in the living room as well as the master bedroom and noted a strong smell of urine.

The landlord further testified that a guest or occupant of the tenants parked in the driveway by the house and his/her vehicle dripped oil onto the driveway. He stated that the tenancy agreement, a copy of which was provided in advance of the hearing, states that the tenants may use the driveway for occasional parking, but oil leaks are not permitted at any time.

The landlord further claims that the tenancy agreement states that the tenants are responsible for 40% of the utilities, and the tenants are in arrears \$46.40 for utilities. The landlord provided a copy of a Terasen Gas bill in the amount of \$46.48 for July 28 to August 27, 2010. Also, a handwritten note states that pro-rated to August 31 is \$1.549 per day, or \$6.20, bringing the bill to \$52.68 @ 40% = \$21.07.

The landlord claims the following:

- \$37.28 for clean-up of dog droppings on June 10, 2010
- \$86.24 for disinfecting the back yard on July 14, 2010
- \$16.43 for cleaning the driveway on July 18, 2010
- \$9.99 to top-up the Kijiji advertisement on August 7, 2010
- \$58.23 for placing an advertisement in BC Classified on August 13, 2010
- \$78.40 for dog stool tests on August 16, 2010
- \$23.30 for a vet bill for the landlord's dog on August 17, 2010
- \$212.80 for advertising through the Pacific Newspaper Group
- \$58.23 for placing an advertisement in BC Classified on August 25, 2010
- \$212.80 for soil testing on August 30, 2010
- \$46.40 for unpaid utilities
- \$132.00 for house cleaning on September 3, 2010
- \$61.60 for yard clean-up and power washing on September 3, 2010
- \$58.23 for more BC Classified advertisements on September 9, 2010
- \$2,612.00 for carpet replacement (no date provided)
- \$990.00 for loss of rental income for the month of September, 2010

The landlord also provided copies of email exchanges between the parties before the tenants vacated.

Analysis

I have reviewed the move-in/move-out condition inspection report, and I find that besides the carpet, the only cleaning left by the tenants to be done were at the front

entrance, behind the fridge and behind the cabinets or a door in the kitchen. The landlord did not provide a receipt for hiring a cleaner, and did not provide evidence of how he arrived at a cost of \$132.00. I further find that the cost was more to bring the rental unit to a pristine condition, for which the tenants are not responsible. Therefore, the landlord's application respecting cleaning costs cannot succeed.

In the circumstances, I am satisfied that the landlord has established the claim for \$61.60 for yard clean-up and power washing.

With respect to the utilities, I find that the landlord has estimated an amount due for Terasen Gas to the end of the tenancy. I accept the calculation however the landlord's claim for \$46.40 has not been established. I find that the tenant's portion of utilities is \$21.07.

I have also reviewed the chains of email exchanges between the parties and on July 17, 2010 the landlord put the tenants on notice that, "from July 18th onward any dog messes that are not removed immediately will be done on your be-half and be invoiced accordingly and payable upon receipt of the invoice." I have also examined the tenancy agreement, which contains an addendum which states: "Only pets registered to the tenants listed on the Rental Agreement are permitted as occupying the premises providing they are acknowledged on the rental agreement and pet damage deposit has been paid in advance. Daily cleanup after pets is required." Therefore, I accept the claim by the landlord for dog clean-up in the amount of \$37.28 as well as \$86.24 for disinfecting the back yard on July 14, 2010.

The move-in/out condition inspection report is silent with respect to the condition of the driveway at the commencement of the tenancy or at the end of the tenancy. Therefore, the landlord's claim for driveway cleaning at \$16.43 must be dismissed.

I accept the evidence of the landlord with respect to the condition of the carpet at the beginning of the tenancy and at the end of the tenancy, and I find that the landlord has established a claim for \$2,612.00.

I further find that the tenants breached a term of the tenancy agreement requiring the landlord to end the fixed term tenancy. Therefore, the tenants are liable for the landlord's loss of revenue in the amount of \$990.00. I do not find, however, that the tenants are responsible for advertising costs related to re-renting the unit.

With respect to the landlord's claims in the amount of \$78.40 and \$212.80 for testing the dog's stool samples and the soil samples, respectively, I accept that the tenants' dog has contaminated the soil, and that the samples were taken as a precaution to protect

the health of the landlord's dog, and was incidental to the tenancy. I also accept the evidence of the landlord that he was required to purchase medication for his dog in the amount of \$23.30.

Conclusion

For the reasons set out above, I hereby order that the landlord retain the pet damage deposit and security deposit in the combined sum of \$795.00 in partial satisfaction of the claim and I grant a monetary order in favour of the landlord for \$4,122.69. The landlord is also entitled to recovery of the \$50.00 filing fee for the cost of this application. This order may be filed in the Provincial Court of British Columbia, Small Claims division 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: February 15, 2011.

Residential Tenancy Branch