



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MND, MNSD, MNDC, FF

### Introduction

This hearing dealt with the landlords' Application for Dispute Resolution seeking a monetary order.

The hearing was conducted via teleconference and was attended by both landlords and both tenants.

### Issue(s) to be Decided

The issues to be decided are whether the landlords are entitled to a monetary order for damage to the rental unit; for all or part of the security deposit and to recover the filing fee from the tenants for the cost of the Application for Dispute Resolution, pursuant to Sections 37, 38, 67, and 72 of the *Residential Tenancy Act (Act)*.

### Background and Evidence

The landlords provided a copy of a tenancy agreement signed by the parties on May 10, 2010 for a 6 month fixed term tenancy beginning on June 4, 2010 that converted to a month to month tenancy on December 1, 2010 for a monthly rent of \$1,100.00 due on the 1<sup>st</sup> of each month. A security deposit of \$550.00 and a pet damage deposit of \$550.00 were paid on May 10, 2010.

The tenancy ended when the tenants vacated the rental unit on or before April 17, 2011 on which the parties completed a move out condition inspection that both parties signed on that date. The report indicates there was a cat urine odour in the living room and two bedrooms and the floors were sticky in the living room and one bedroom.

The parties do not dispute the damage was caused by the tenants' cat. The parties do dispute some of the amounts of the charges. The tenants assert that the landlord should be able to change only the perimeter flooring and not the entire floor. The tenants indicate that when they did the move out inspection the landlord suggested they would only need to paint one wall and now the landlord seeks to paint eight walls. The tenants suggest that the landlord should be able to retain both deposits as fair compensation for the damage.

The landlords seek the compensation as outlined in the following table:

Description	Amount (Claim)	Amount (Actual)
Unit Cleaning	\$235.20	\$235.20
Additional Grout Cleaning	\$134.40	N/A
Consultation fee (determine cause of odour)	\$78.40	\$84.00
Unit Repairs (scuff/touch-up)	\$150.00	N/A
Wash Drapes	\$10.00	\$10.00
Replace curtains	\$82.88	\$82.88
Additional cleaning supplies	\$33.60	\$16.33
Air sponges, additional cleaning supplies	\$22.47	\$22.47
Replacement Halog bulbs	\$11.19	\$11.19
Replace living room, bedroom, closet flooring	\$2,240.00	\$2,060.17
Sub floor preparation (odour retardant \$150.00 labour)		\$210.49
Paint and Seal Walls	\$1,344.00	N/A
Ozone Treatment (includes \$75.00 labour)	\$256.48	\$132.37
<b>Total</b>	<b>\$4,598.62</b>	<b>\$2,865.10</b>

The landlords acknowledge that some of the work has not yet been completed, including the wall painting. The landlords testified that their new tenant insisted on moving in prior to the painting being complete (May 2011) and that is not likely the landlords will now paint until this new tenancy ends, based on the response they have from the new tenant.

The male landlord testified that the new flooring is likely an upgrade from what existed at the start of the tenancy and suggests that the value is likely reduced by 10%

### Analysis

To be successful in a claim for damage or loss the party making the claim must provide sufficient evidence to establish the following four points:

1. That a loss or damage exists;
2. The loss or damage results from a violation of the Act, regulation or tenancy agreement;
3. The value of the damage or loss; and
4. Steps taken, if any, to mitigate any damage or loss.

By the testimony of both parties, I accept that the rental unit has suffered damage resulting from the tenancy. I accept the landlords' valuation of the cost of the damage with the following exceptions: Painting; Additional Grout Cleaning; Unit Repairs – as the landlords testified that they will not likely be painting as long as the new tenant resides there, I find the landlord has suffered no loss and I dismiss this portion of the landlord's claim; Ozone Treatment – as the landlords have provided no evidence to support their

claim for the requirement to complete 3 hours worth of labour but have substantiated the claim for the rental of an Ozone Air Cleaner I accept their claim in the amount of \$57.37; Curtain replacements, I also accept the tenants' position that they should not be charge for a replacement curtain rod and reduce the landlords' claim by \$15.00.

I also accept the landlords' estimate of a 10 % reduction in the value of the flooring replacement to compensate for the upgrade in the flooring, lowering the total flooring compensation by \$206.02

I accept the landlord had little opportunity to mitigate any losses and I accept the damage required the repairs as outlined by the landlord, except as noted above.

### Conclusion

I find the landlords are entitled to monetary compensation pursuant to Section 67 in the amount of **\$2,619.08** comprised of \$2,569.08 compensation and the \$50.00 fee paid by the landlords for this application.

I order the landlord may deduct the security deposit and interest held in the amount of \$1,100.00 in partial satisfaction of this claim. I grant a monetary order in the amount of **\$1,519.08**. This order must be served on the tenants. If the tenant fails to comply with this order the landlord may file the order in the Provincial Court (Small Claims) and be 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: August 09, 2011.

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Residential Tenancy Branch