



# 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 applications by both the landlord and the tenant pursuant to the *Residential Tenancy Act*. The landlord applied for a monetary order for the cost to replace the carpet, for the filing fee and to retain the security deposit in partial satisfaction of her claim. The tenant applied for the return of double her security deposit and for the filing fee.

The landlord served the tenant with the notice of hearing by registered mail. The landlord filed a copy of the receipt. Despite having been served with the notice of hearing and having applied for dispute resolution, the tenant did not attend the hearing. The landlord attended the hearing and was given full opportunity to present evidence and make submissions.

Since the tenant did not attend the hearing, her application for the return of double the security deposit and for the filing fee is dismissed without leave to reapply.

### **Issues to be decided**

Is the landlord entitled to a monetary order for the cost to replace the carpet? Is the landlord entitled to the recovery of the filing fee and to retain the security deposit?

### **Background and Evidence**

The landlord testified that the tenancy started on December 01, 2010 for a fixed term ending May 31, 2011. The monthly rent was \$825.00 due in advance on the first day of the month. Prior to moving in, the tenant paid a security deposit of \$412.50.

Despite being in a fixed term tenancy ending on May 31, 2011, the tenant ended the tenancy early by moving out on March 31, 2011. A move out inspection was conducted and the tenant agreed to a deduction from the security deposit, for the cost of cleaning the stove and carpet. The tenant signed in acknowledgement of the deduction and also provided the landlord with her forwarding address. A balance of \$297.50 was due to the tenant after the deduction for the cleaning of the carpet and the stove was made.

The landlord stated that during the move out inspection, the unit smelled of air freshener and cleaning products. However when she returned later that day, to check that the windows were closed and that the water was turned off, she noticed a strong unmistakable smell of cat urine. Upon closer inspection of the carpets, she found certain areas that were stained and emanated a strong odour of cat urine.

The landlord contacted a professional cleaning company who visited and conducted tests involving a probe that detected moisture and urine crystals. The test results showed that the urine had penetrated the carpet and the under pad. The professional carpet cleaner suggested a treatment to eliminate the odour causing bacteria. The landlord also enquired about a patch to replace the stained portions and since the carpet was no longer available and the enzyme treatment to eliminate the odour would have to be extensive and without any guarantees, the landlord decided to replace the affected rooms. The carpets in all rooms except one bedroom were replaced at a cost of \$2,160.70.

The landlord filed a letter from the carpet cleaning company and an invoice to support her testimony and the cost she incurred to replace the carpet

### **Analysis**

Based on the undisputed sworn testimony of the landlord, I accept the landlord's evidence in respect of the claim. In this case the tenant's pet caused extensive damage to the carpet and therefore the tenant is liable for the cost incurred to repair the damage.

Section 37 of the *Residential Tenancy Policy Guideline* speaks to the useful life of an item. I will use this guideline to assess the remainder of the useful life of the carpet. As per this policy, the useful life of a carpet is ten years. The landlord stated that the carpet was five years old and therefore had five years of useful life left. Accordingly, I find that the landlord is entitled to \$1,080.35 which is the prorated value of the remainder of the useful life of the carpet.

The landlord has proven her case and is therefore entitled to the recovery of the filing fee of \$50.00. Overall the landlord has established a claim of \$1,130.35.

I order that the landlord retain the balance of the security deposit - \$297.50 in partial satisfaction of the claim and I grant the landlord an order under section 67 of the *Residential Tenancy Act* for the amount \$832.85. This order may be filed in the Small Claims Court and enforced as an order of that Court.

### **Conclusion**

The landlord is granted a monetary order in the amount of **\$832.85**. Since the tenant did not attend the hearing, her application is hereby dismissed in its entirety.

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 08, 2011.

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Residential Tenancy Branch