



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNR, MNDC, Ff

Introduction

This hearing was convened in response to an application filed by the landlord seeking:

1. A monetary order; and
2. Recovery of the filing fee.

Both parties appeared at the hearing of this matter and gave evidence under oath.

Issue(s) to be Decided

Is the landlord entitled to the Orders sought?

Background and Evidence

The parties completed a condition Inspection Report on September 10, 2011 and completed the move out portion on August 31, 2011. At the end of the tenancy there are notes that were not present on the move-in portion of the report such as in the kitchen: water damage caused by dogs on kitchen cabinets; damage to kick-plate in kitchen from water/urine and scratches on cabinets, the kitchen sink, tapes & stoppers were not clean. In the living room: urine stains on flooring. Under paragraph "Z - End of Tenancy – Damage to rental unit or residential property for which the tenant is responsible: water/urine damage. The tenant has signed the report at move-out agreeing that the report fairly represents the condition of the rental unit and noting "I agree that there is damage I am unsure of the cause".

The landlord has also presented a report noting that an inspection and testing was performed to determine the cause of the damage and it was determined that the cause was animal urine. The inspectors also noted animal feces in the garbage of the rental unit.

The landlord submitted a detailed estimate for repairs to the hardwood floors and cabinets in the sum of \$9,326.88. The landlord says the floors were installed in 1947.

The kitchen cabinets and tile flooring was installed in 2007. The landlord submits that the job of refinishing the floors and replacing some of the boards entirely will be such that it will be necessary to have his current tenants vacate. The landlord therefore seeks \$1,500.00 representing one month's rent which he believes he will have to refund to his current tenants so they may find alternate accommodation during the work. The landlord also submitted the tenancy agreement showing that electricity was not included in the rent and two unpaid hydro invoices totalling \$217.45 which he says are the tenant did not pay.

The tenant agrees she had 2 Yorkshire terrier dogs one of which "made accidents" in the rental unit. The tenant testified that she was present at all the accidents and she cleaned up the mess immediately.

The tenant that she originally moved into the rental, unit with a boyfriend who later vacated. A new roommate moved in and while the landlord created a new tenancy agreement he did not create a new condition inspection report. The tenant says that for this reason the condition inspection report submitted in evidence is not valid.

The tenant says the tenant who lived in the rental unit previously had six cats and this is likely where the urine smell came from. The tenant says this was not noted on the Condition Inspection Report at the start of the tenancy because she did not notice the odour at the inspection. The tenant says she did notice an odour after she moved in and she complained to the landlord about the odour. The tenant said she complained via phone calls and emails. The tenant did not produce evidence of her emailed complaints because she says she was told emails are not valid evidence. With respect to cleaning the tenant says she had a cleaning service come in to clean the rental unit. The tenant says she has invoices to prove the rental unit was professionally cleaned although she did not submit those invoices into evidence. The tenant says she did not produce any documentary evidence to rebut the landlord's claims because "Dave" at the Residential Tenancy Branch told her there was no point in submitting documentary evidence unless she was making her own claim which she did not wish to do.

The landlord responded that the previous tenant had 4 cats, not 6 and they caused no damage to the rental until. The landlord denies that the tenant ever complained of urine odour.

Analysis

With respect to the tenant's arguments regarding no new Condition Inspection Report being prepared when a new roommate moved in, had this tenant been the new

roommate who had not participated in the condition inspection at the start of this tenancy then I might accept this argument. However, this tenant was present at the initial inspection and remained present until the move-out inspection was performed.

I accept the well-documented evidence of the landlord including the Condition Inspection Report signed by the tenant indicating that the subject damage existed at the end of this tenancy, not at the start of this tenancy. In the estimate received the cost of "replacing and refinished damaged hardwood floor" was quoted at \$3,360.00. The landlord's testimony is that these floors were installed in 1947. He did not provide testimony as to whether the floors had been refinished since 1947 although it is reasonable and probable, based on the photographs, to conclude that this must have been done at some point. However, policy states that the life of hardwood flooring is 20 years and as these floors are very old. Because it is not possible for me to determine with any accuracy when they were last refinished, I will allow the landlord 50% of the cost to refinish the floors now, that is \$1,680.00 with respect to the rest of the estimate I find these costs to be reasonable and will allow them in total. Therefore with respect to the Snitch estimate I will allow a total of \$7,646.68.

I am satisfied that the tenant is responsible for the utility costs in the sum of \$217.45.

With respect to the accommodation costs for the current tenants I do accept that the current tenants will have to vacate while the repairs are undertaken. I am not, however, convinced that the tenants will need to vacate for the entire month I will therefore allow 2 weeks rental loss in the sum of \$750.00.

With respect to the cleaning costs of \$323.68 I find the landlord has presented insufficient evidence with respect to this claim.

As the landlord has been mostly successful in this claim I will allow him to recover the filing fee he has paid in the sum of \$50.00.

Conclusion

The landlord is provided with a formal copy of an order for the total monetary award as set out above. Should the tenant(s) fail to comply with this Order, this Order may be filed and enforced as an Order of the Provincial Court of British Columbia.

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 12, 2011.

Residential Tenancy Branch