



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, FF

Introduction

This hearing dealt with an application by the landlords for an order permitting them to retain part of the security and pet deposits and a cross-application by the tenants for an order for the return of double their deposits. Both parties participated in the conference call hearing.

Issues to be Decided

Are the landlords entitled to retain part of the security and pet deposits?
Are the tenants entitled to an award of double the security and pet deposits?

Background and Evidence

The parties agreed that the tenancy began on December 1, 2010 and ended on March 1, 2012. They further agreed that at the outset of the tenancy, the tenants paid an \$1,100.00 security deposit and an \$1,100.00 pet deposit and that on March 6, 2012 the landlords repaid \$1,000.00 of the deposits.

The tenants claimed that they provided their forwarding address to the landlords in writing via email on or about March 1 or 2, but were unable to provide evidence to corroborate that claim. The landlords maintained that they did not receive the address until March 16. The landlords made their claim against the deposits on March 19.

The landlords testified that at the end of the tenancy, they discovered that the rental unit had a strong odour as a result of the tenants' dog. The landlords listed the rental unit for sale and provided letters from their realtor, stager and the agent who inspected the unit at the end of the tenancy, all of whom confirmed that there was a significant odour in the unit. The landlords' realtor hired professional cleaners and the stager indicated that the dog odour had remained after the cleaning was completed.

The landlords provided an invoice showing that they paid \$1,800.00 to have one coat of paint applied to the unit in order to eliminate the odour and avoid an anticipated reduced sale price. They testified that they last had the unit painted in 2009.

The tenants disputed that there was a strong odour and argued that because the landlords had not viewed the unit themselves and had instead relied solely on the opinions of their agents, the landlords' evidence should be given little weight. They further argued that the unit would have needed painting in any event.

Analysis

I find insufficient evidence to show that the tenants gave the landlords their forwarding address in writing prior to March 16 and accordingly I find that the address was received on March 16. I find that the landlords applied to retain the deposit within 15 days and I therefore dismiss the tenants' claim for double the deposit.

Although the landlords did not view the rental unit themselves, they had a number of agents to whom they delegated their authority and I accept the evidence of those agents that there was a distinct and offensive odour in the rental unit. I note that in an email dated February 23, approximately a week before the tenancy ended, the tenant S.B. acknowledged that there was an odour when she said, "I'm sure the dog smell will be gone as soon as our couches/rug and his bed are out of here". I find on the balance of probabilities that there was an odour in the unit which was not removed through ordinary cleaning.

The landlords had last painted the rental unit in 2009. Residential Tenancy Policy Guideline #40 identifies the useful life of interior paint as 4 years. I find that the unit would have had to be repainted in one year in any event and I find that the tenants deprived the landlords of 1 year or 25% of the useful life of the paint. I therefore find that the landlords are entitled to recover 25% of the cost to repaint the unit and I award them \$450.00. I also award the landlords the \$50.00 filing fee paid to bring their application.

Conclusion

The tenants' claim is dismissed in its entirety. The landlords are awarded \$500.00. The landlords currently hold \$1,200.00 in security and pet deposits. I order them to retain \$500.00 from those deposits and to return the balance of \$700.00 to the tenants forthwith. I grant the tenants a monetary order under section 67 for \$700.00. This order may be filed in the Small Claims Division of the Provincial Court 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: May 08, 2012

Residential Tenancy Branch