



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNSD, FF

790005

Introduction

This hearing was convened in response to an application by the Landlord pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. A Monetary Order for damage to the unit, site or property – Section 67;
2. An Order to keep all or part of the security deposit - Section 38; and
3. An Order to recover the filing fee for this application - Section 72.

The Landlord and Tenants were each given full opportunity to be heard, to present evidence and to make submissions.

Issue(s) to be Decided

Is the Landlord entitled to the monetary amounts claimed?

Background and Evidence

The tenancy began on September 1, 2011 and ended on April 1, 2012. Rent in the amount of \$875.00 was payable in advance on the first day of each month. At the outset of the tenancy, the Landlord collected a security deposit from the Tenant in the amount of \$325.00. Although the Parties mutually inspected the unit at both move-in and move-out, no condition inspection report was completed by the Landlord.

The Landlord states that at the time of the move-out inspection on April 1, 2012, the Landlord was in a rush to accommodate the new tenants who were moving in on that day. The Landlord states that as a result of the rush, damaged items in the unit were missed.

The Landlord states that the Tenants had a dog in the unit and that the dog damaged the twelve year old carpets in two bedrooms to the degree that the carpets required replacement. The Landlord's Witness states that they moved into the unit as tenants following the move-out of the Tenants and that it immediately became apparent that the smell of urine was in the carpets of a couple of bedrooms. The Witness states that this smell was recognized as being dog urine and that the Witness is familiar with the smell as the Witness has owned dogs in the past. The Witness states that she was present at the time the carpet was removed and saw large stains on the carpet and underlay. The Witness states that a few stains were also present on the floor. The Witness states that the Landlord provided the Witness with a reimbursement of \$200.00 for not having use of their bedrooms until the carpets were replaced.

The Landlord states that the carpets were replaced on May 17, 2012 as this was the earliest time the carpet company had to complete the removal and installation of the carpets. The Landlord provided a copy of an invoice from the carpet company that notes that the "existing carpet and pad were so saturated with pet urine that installer refused to load into vehicle for disposal." The Landlord claims \$964.90, representing 60% of the total cost of the carpet. The Landlord also claims \$200.00 as compensation for the reduction in rent given to the next tenant.

The Tenant states that the Witness is the daughter of the Landlord and does not believe that the Landlord provided her a rent reduction. The Tenant states that at move-in the Landlord agreed that they could have a small pet and that they did obtain a 3 month old puppy but that the puppy either went outside or used a mat inside the unit. The Tenant states that the puppy did miss the mat a couple of time but that this was immediately cleaned. The Tenant states that several mats were purchased, enzymes were used to clean any missed urinations and that a blue light was used to ensure any misses were completely cleaned. The Tenants deny that their puppy could have caused the damages to the carpets.

The Landlord states that the tenants damaged a patio fence, a door lock and a door frame and claims the estimated amount of \$90.00. The Landlord states that these repairs have not been completed due to his time constraints. The Tenant denies making those damages and states that they were present at move-in.

The Landlord states that the Tenants did a reasonably good job of cleaning the unit but that the Landlord spent time carrying out more cleaning. The Landlord claims \$50.00 for his time in cleaning the unit. The Tenants states that they did a thorough job cleaning the unit and that when the Landlord carried out the move-out inspection he was on his hands and knees examining the unit.

The Landlord states that the Tenants damaged a 1 ½ inch area on a wall and that at the time of the move-out inspection the Tenant offered to pay for the damage. The Landlord claims an estimated \$15.00 for this cost. The Tenant states that the area was very small and that at the move out inspection the Tenant offered to repair the wall but the Landlord said not to worry.

The Landlord states that the Tenants failed to replace light bulbs and that the Landlord purchased and replaced them himself at a cost of 43.84. The Tenants state that several light bulbs needed replacement at move-in and that the Tenants purchased and replaced those light bulbs themselves.

Analysis

Section 37 of the Act **provides that** when a tenant vacates a rental unit, the tenant must leave the rental unit reasonably clean, and undamaged except for reasonable wear and tear. Section 7 of the Act provides that where a tenant does not comply with the Act, regulation or tenancy agreement, the tenant must compensate the landlord for damage or loss that results. In a claim for damage or loss under the Act, regulation or tenancy agreement, the party claiming costs for the damage or loss must prove, inter alia, that the damage or loss claimed was caused by the actions or neglect of the

responding party and that costs for the damage or loss have been incurred or established.

Although the Tenant states that the Landlord verbally told them that a small pet was allowed, given the tenancy agreement disallowing pets, I find that the Tenant's evidence does not establish such a change to the tenancy agreement. Given the Landlord and Witness evidence, and in particular the evidence contained in the carpet company's invoice, I find that the Landlord has established on a balance of probabilities that the Tenants pet caused damage to the carpets. Accordingly I find that the Landlord is entitled to the amount claimed of **\$964.90**. Given the relationship between the Landlord and his Witness, I find that the Landlord failed to provide sufficient evidence of reimbursement or payment of \$200.00 to the Witness and therefore dismiss this part of the claim.

Given the lack of a move in report and lack of real costs, I find that the Landlord has failed to establish an entitlement to compensation for the light bulbs, patio fence, wall, door lock and door frame and I dismiss this part of the claim. Given the Landlord's evidence that the Tenant left the unit reasonably clean, I find that the Tenants have met the Act's requirement for cleaning and I dismiss this part of the claim.

As the landlord has been successful with the most significant portion of the claim, I find that the Landlord is entitled to recovery of the \$50.00 filing fee for a total entitlement of **\$1,014.90**. Setting the security deposit plus interest of **\$325.00** off this entitlement leaves **\$689.90** owing by the Tenant to the Landlord.

Conclusion

I Order the Landlord to retain the security deposit plus interest in the amount of \$325.00 in partial satisfaction of the claim and grant the Landlord an Order under Section 67 of the Act for the remaining amount of **\$689.90**. If necessary, this order may be filed in the Small Claims 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: June 1, 2012.

Residential Tenancy Branch