



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNDC FF

### Introduction

This hearing dealt with an application by the tenants for monetary compensation for damage or loss under the Act, regulation or tenancy agreement. One tenant and both landlords participated in the teleconference hearing.

At the outset of the hearing, each party confirmed that they had received the other party's evidence. During the hearing the landlord raised an issue regarding a document that they had requested the tenants submit as evidence. The landlord stated that the tenants were the authors of the document, an agreement between the tenants and the landlord regarding items to be addressed at the end of the tenancy. The tenant stated that they did not have their copy of the document because it was on their computer and currently could not be retrieved. The tenant believed the landlord possessed the original signed document. The landlord stated that they lost their copy of the document. I allowed both parties to give testimony regarding the document, and determined that it was not necessary to adjourn the hearing to order that the tenant produce the document, as it would have been of limited relevance to the landlord's response.

I have reviewed all testimony and other evidence. However, only the evidence relevant to the issues and findings in this matter are described in this decision.

### Issue(s) to be Decided

Are the tenants entitled to monetary compensation as claimed?

### Background and Evidence

The tenants are claiming monetary compensation for damage to their personal property during the last two months of the tenancy, August and September 2012. The two items damaged were an area rug and a chaise lounge for a sectional couch.

### *Tenants' Evidence*

The tenants stated that on two occasions when the tenants were out of town, in early August and early September, the landlord entered the rental unit without permission, and let the tenants' cat or cats into the rental unit. The tenants have two cats that are outdoor cats. On the two occasions that the tenants were out of town, they had arranged for a family member to come and let the cats in to eat and then put them back outside.

In the first incident in August 2012, the female tenant returned home to discover cat hair all over the couch. She then discovered cat urine on the new shag rug. The tenants believed that the landlord must have gone into the rental unit while the tenants were away and let one of the cats in.

In the second incident, the female tenant returned home to again discover cat hair all over the couch and found cat urine in two spots on the couch. The next evening the female landlord came to show the rental unit to prospective new tenants. The tenants stated that the female landlord acknowledged leaving one of the tenants' cats in the house when she last showed it, while the tenants were away.

The tenants stated that they attempted to clean the rug and chaise lounge but were unable to remove the cat urine damage. The tenants submitted that because the landlord showed the rental unit without prior notice to the tenants, and let the cats come inside, the landlord acted negligently and should compensate the tenants for the damage. The tenants have claimed \$70 for cleaning the rug; \$237.44 for replacement cost of the rug; \$123.18 for cleaning of the chaise; \$718.21 for replacement cost of the chaise; and \$11.20 for disposal of the damaged chaise. In support of their application, the tenants submitted copies of the receipts for purchase and cleaning of the two items.

### *Landlord's Response*

The landlord refuted the tenants' monetary claim in its entirety. The landlord stated that they always sought permission from the tenants before showing the rental unit. Furthermore, the landlord denied letting the tenants' cat or cats in. The tenants had given other family members keys and access to the rental unit; and it was the tenants' own cats that damaged the tenants' personal property.

### Analysis

Upon consideration of the evidence, I find that the tenants are not entitled to the monetary compensation claimed. The tenants speculated that the landlord was responsible for letting the cats into the unit, but have no clear evidence of such. The only evidence of the tenants that the landlord either entered the rental unit without prior permission or let the cat or cats in is disputed verbal testimony. A claimant must provide sufficient evidence, on a balance of probabilities, that the respondent breached the Act and caused the damage claimed. In this case, I find that the tenants have failed to provide sufficient evidence to support their claim.

As the tenants were not successful in their claim, they are not entitled to the filing fee for the cost of their application.

### Conclusion

The application of the tenants is dismissed.

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: April 12, 2013

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Residential Tenancy Branch

