



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

### Dispute Codes:

MNR and FF

### Introduction

This hearing was convened in response to an Application for Dispute Resolution, in which the Tenant applied for the cost of emergency repairs and to recover the filing fee from the Landlord for the cost of filing this application. It is readily apparent from the details of the dispute that this claim relates to a dispute about the condition of the carpet in the rental unit.

At the outset of the hearing the Landlord and the Tenant were advised that cleaning the carpet does not constitute an emergency repair for the purposes of section 33 of the *Residential Tenancy Act (Act)*. With the consent of both parties the Application for Dispute Resolution was therefore amended to replace the claim for the cost of emergency repairs with a claim for a monetary Order for money owed or compensation for damage or loss.

Both parties were represented at the hearing. They were provided with the opportunity to submit documentary evidence prior to this hearing, all of which has been reviewed, to present relevant oral evidence, to ask relevant questions, and to make relevant submissions to me.

The female Tenant stated that the Application for Dispute Resolution and Notice of Hearing were sent to both Landlords, via registered mail, on July 29, 2013. The Landlord confirmed that the female Landlord received the Application for Dispute Resolution and that he was representing her at these proceedings. In the absence of evidence to the contrary, I find that these documents are deemed to have been served in accordance with section 89 of the *Act*.

The Landlord submitted documents to the Residential Tenancy Branch, copies of which were served to the Tenant. The Tenant acknowledged receipt of the Landlord's evidence and it was accepted as evidence for these proceedings. The Tenant submitted documents to the Residential Tenancy Branch, copies of which were served to the Landlord. The Landlord acknowledged receipt of the Tenant's evidence and it was accepted as evidence for these proceedings.

Issue(s) to be Decided

Is the Tenant entitled to compensation for cleaning the carpet at the start of the tenancy?

Background and Evidence

The Landlord and the Tenant agree that this tenancy began on June 01, 2013; that a condition inspection report was completed on June 01, 2013; that the male Tenant was present when the rental unit was inspected on June 01, 2013; and that an agent for the Landlord was present with the unit was inspected on June 01, 2013.

A copy of the condition inspection report was submitted in evidence. The report indicates that the flooring in the living room was in fair condition; that the flooring in the entry was in poor/fair condition; that the flooring in the "room with fireplace" was in fair condition; and that the treads and landing of the stairwell were in fair condition. The male Tenant stated that when the unit was inspected on June 01, 2013 he did not notice that the carpets smelled.

The female Tenant stated that when they moved into the rental unit they decided to clean the carpet and that when they cleaned the carpet they noticed a strong, pungent odor which they believe was pet urine. The Landlord and the Tenant agree that the odor was reported to the Landlord on June 09, 2013; that after receiving a report of the odor the Landlord agreed to have the carpets professionally cleaned; and that on June 11, 2013 a carpet cleaning company cleaned the carpet.

The Landlord and the Tenant agree that prior to cleaning the carpet on June 11, 2013 the carpet technician telephoned the Landlord and recommended that a special cleaning be conducted, which involves flooding the carpet and subfloor with water and that the Landlord told the technician only to complete the standard cleaning.

The Landlord stated that he can no longer recall exactly what was said but he recalls the carpet technician telling him that there was no guarantee the standard cleaning would eliminate the odour. The female Tenant stated that she overheard this conversation, as the parties were on speaker phone, and that she heard the technician inform the Landlord that he would either need to replace the carpet or complete the special cleaning if he wanted to eliminate the odour.

The Landlord stated that the carpets in the rental unit were replaced in 2009; that there has never been an issue with cleaning the carpets; that he understands that a pet stain will smell whenever it gets wet; that he understands the smell will go away once the carpet dries; that he declined the offer for the special cleaning, in part, because he believed the standard cleaning would be adequate; that he declined the offer for the special cleaning, in part, because he had never heard of this type of cleaning

procedure; and that he declined the offer for the special cleaning, in part, because he did not want his subfloor saturated, due to the potential for mould.

The female Tenant stated that after the carpets were cleaned on June 11, 2013 the carpets smelled so badly she decided to vacate the house, due to the fact she is pregnant. She stated that on June 15, 2013 the Tenant paid to have the carpets on the first floor of the home treated with the special cleaning process and that the carpets did not smell after this procedure.

The Landlord and the Tenant agree that the Tenant never advised the Landlord that the cleaning on June 11, 2013 did not eliminate the odour until June 25, 2013. The female Tenant stated that the on-going problem was not discussed with the Landlord because he had made it very clear that he was not going to pay for the special cleaning.

The Tenant is seeking compensation for the cost of the special cleaning. The Landlord disputes the claim because he did not approve the expenditure; he did not have the opportunity to attempt alternate remedies; and his subfloor has now been soaked without his consent.

Receipts from the carpet cleaning company were submitted in evidence.

### Analysis

Section 32 of the *Act* stipulates that a landlord must provide and maintain residential property in a state of decoration and repair that complies with the health, safety and housing standards required by law, and having regard to the age, character and location of the rental unit, makes it suitable for occupation by a tenant.

I find that the Tenant has submitted insufficient evidence to show that the carpet in the rental unit did not comply with health, safety, and housing standards. In reaching this conclusion I was heavily influenced by the absence of any documentary evidence that shows the condition of the carpet breached a specified health, safety, or housing standard.

On the basis of the testimony of the Tenant and the receipt from the carpet cleaning company in which the technician notes a "heavy urine odour", I find that the carpet in the lower portion of the rental unit smelled strongly of urine. I find that most people would conclude that a strong urine smell in a home renders the home unsuitable for occupation. I therefore find that the Landlord was obligated to take reasonable steps to eliminate the smell of urine unless the Tenant was responsible for creating the smell.

In these circumstances the urine smell was noticeable after the Tenant cleaned the carpet shortly after moving into the rental unit. This is consistent with the Landlord's understanding that urine stains smell worse when they are wet. I therefore find it reasonable to conclude that the urine stains were present prior to the start of the tenancy and that the Landlord was obligated to take reasonable steps to eliminate, or

significantly reduce, the smell.

I find that the Landlord acted reasonably when the Landlord arranged to have the carpets professionally cleaned once he was informed that the carpets smelled. Given his prior experience with cleaning the carpet in the rental unit, I also find that he acted reasonably when he elected to opt for the standard cleaning process before he considered more extensive cleaning methods.

It is entirely unreasonable for a Tenant to expect a Landlord to rectify a problem if the Landlord is not aware of the problem. Given that the Tenant did not inform the Landlord that the standard cleaning process did not eliminate the odour in the carpet until after the Tenant had eliminated the odour, I find that there could be no reasonable expectation for the Landlord to take further steps to eliminate the smell in the carpet. Had the Landlord been informed of the continuing problem, I would have found that the Landlord was obligated to take further action.

Section 7(2) of the Act requires a tenant who claims compensation for damage or loss that results from the other's non-compliance with the *Act*, the regulations or their tenancy agreement to do whatever is reasonable to minimize the damage or loss. In these circumstances the Tenant may not have incurred any cleaning costs of the Tenant had simply informed the Landlord that further action was required. I therefore dismiss the Tenant's claim for the cost of cleaning the carpet.

In determining this matter I was heavily influenced by the Landlord's argument that he did not want his subfloor saturated and that he was denied the opportunity to seek alternate resolutions. I find that the Tenant's decision to arrange for the special cleaning breached the Landlord's right to repair and maintain his property by method(s) of his own choosing.

As the Tenant's claim has been without merit, I dismiss the Tenant's claim to recover the fee for filing this Application for Dispute Resolution.

### Conclusion

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Act*.

Dated: October 16, 2013

