



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes LRE, MNSD, RP

Introduction

This is an application for a Monetary Order for \$1500.00, a request for an Order for the landlord to make repairs to the rental unit, and a request to suspend or set conditions on the landlord's right of entry to the rental unit.

A substantial amount of documentary evidence and written arguments has been submitted by the parties prior to the hearing. I have thoroughly reviewed all submissions.

I also gave the parties the opportunity to give their evidence orally and the parties were given the opportunity to ask questions of the other parties.

All testimony was taken under affirmation.

Issue(s) to be Decided

Has the applicant established a Monetary claim for \$1500.00?

Has the applicant established the need for repairs to the rental unit?

Has the applicant established in need to suspend or set conditions on the landlord's right to enter the rental unit?

Background and Evidence

The applicant testified that:

- She moved into the rental unit on April 30, 2013, and at that time did not notice any dog urine smell in the rental property.

- The rental unit had been painted, and she believes the paint smell was masking the urine smell. When the new paint smell faded it was replaced by an overwhelming dog urine smell.
- On May 5, 2013, she contacted the landlord and informed the landlord of the dog urine problem.
- The landlord admitted that a dog had urinated in the rental unit, and that she had treated the problem with the product from a pet store, and that the carpets were not professionally cleaned before she moved in.
- The landlord arranged to have the carpets professionally cleaned and they were cleaned on May 8, 2013; however this only made the odor worse.
- The landlord then made further arrangements, and had the carpets spot treated, and although this did dull the smell, the smell is still at times overpowering, depending on temperature and humidity in the house.
- She believes that the urine has soaked through to the underlay and into the subfloor and therefore cannot be removed simply by cleaning, and the carpet and underlay may need to be replaced, and the subfloor sealed.
- The landlord is refusing to do anything further to rectify the dog urine smell, and therefore she is requesting an Order that the landlords rectify the problem.
- She is also requesting an Order that the rent be reduced by \$300.00 per month from the beginning of the tenancy, and remains reduced until the problem is rectified.
- She also is requesting an Order that the landlord only be allowed to enter the rental unit when she is present. She is not comfortable with the landlord, or anyone else, entering the rental property when she is not present and the landlord insists on entering the rental unit without her present after giving written notice to enter.

The respondents testified that:

- There was no pet urine smell in the rental unit prior to the tenant moving in, and there was no mention of any pet urine smell during the move in inspection.
- The tenants moved into the rental unit and lived there for five days with their cats, before any mention of any pet urine smell was brought forward.
- When the tenants did bring forward the claim of a urine smell they immediately arranged to have the carpets cleaned, even though there had been no smell prior.
- The carpets were cleaned on May 8, 2013 however when the carpet cleaners came to clean the rental unit, they stated, and have stated in their written statements, that there was a cat urine smell.

- After the carpets were cleaned they got a text from the tenant stating that the smell was worse, however since the carpet cleaner had stated that there would be an ammonia odor for approximately 24 hours, they reminded the tenant that the cleaner said this would happen until the carpet dries.
- On May 10, 2013 the tenant was still complaining and therefore they arranged for an inspection by a certified inspector with the BC Floor Covering Association however that inspector could not detect any noxious smells at all other than a slight hint of paint. The inspector recommended that no further action be taken.
- The tenant would not accept the inspector's statements, and started yelling at the landlord and therefore we told the tenant that we would have a follow-up cleaning performed.
- On May 14, 2013 a representative of the carpet cleaning company did an inspection of the carpet with the landlord and could not find any urine smell in the areas they had cleaned, however there was a smell in an area that had not had a smell when they first inspected the rental property.
- Still they attempted to have a carpet cleaning company come back and do another cleaning however they were unable to coordinate with that carpet cleaning company and therefore instead they arranged to have a second carpet cleaning company come and do a pet urine removal process.
- The tenant was still not satisfied however eventually they were able to have the new carpet cleaning company come and reassess the situation, and they could not find any odor in the areas they had treated, however they stated there were some new areas that did not have an odor previously.
- They do not believe the urine odor claimed by the tenant was there at the beginning of the tenancy, and they believe that's most likely that this odor has been caused by the tenant's cats spraying in the rental unit.
- They admit that a dog had urinated on the carpet, however they had treated that urine problem, and there was no odor for the rest of the time they lived in the rental unit.
- They therefore believe that they should not have to do any further cleaning of the carpets, nor do they believe that any compensation to the tenant is justified, especially since there was no odor in the rental unit until after this tenant moved in.
- They also believe that putting restrictions on their entry is unjustified, as they have always followed the rules of the Residential Tenancy Act, and given proper notice before entering the rental unit.

Analysis

It's my finding that the applicant has not met the burden of proving that the alleged pet urine smell existed at the beginning of the tenancy.

The tenant participated in a move in inspection of the rental unit, and made no mention at that time of any pet urine smell.

The tenant moved into the rental unit with cats, and lived in the unit with those cats for a full five days before mentioning a pet urine smell to the landlord.

The tenant claims that the urine smell is a dog urine smell; however the carpet cleaning company that they came to clean the unit stated that they believe the smell is a cat urine smell.

The landlord does admit that a puppy did previously urinate on the carpet; however they also stated that it had been treated, and there had been no indication of any urine smell after the treatment was completed.

Therefore since this alleged urine smell did not appear to exist at the beginning of the tenancy, and could possibly have been caused by the tenants own cats, I'm not willing to issue any Order against the landlord for any further carpet cleaning, or carpet removal.

I also deny the requests for an Order for Monetary compensation, and for a rent reduction.

Further, the applicant has not shown that the landlord has failed to comply with the Residential Tenancy Act when giving notice to enter the rental unit, and therefore I'm not willing to suspend or set conditions on the landlord's right to enter the rental unit.

Conclusion

This application is dismissed in full without leave to reapply.

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: October 21, 2013

Residential Tenancy Branch

