



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

Decision

Dispute Codes: MND, MNSD, FF

Introduction

This Dispute Resolution hearing was set to deal with an Application by the landlord seeking a monetary order for carpet replacement and supplies to disinfect the flooring due to odour and contamination.

Both parties were present at the hearing. At the start of the hearing I introduced myself and the participants. The hearing process was explained. The participants had an opportunity to submit documentary evidence prior to this hearing, and the evidence has been reviewed. The parties were also permitted to present affirmed oral testimony and to make submissions during the hearing. I have considered all of the affirmed testimony and relevant evidence that was properly served.

Issue(s) to be Decided

Is the landlord entitled to monetary compensation under section 67 of the Act for damages or loss?

Background and Evidence

The landlord testified that the tenancy began on July 31, 2012 and ended on July 31, 2013 with rent of \$925.00 per month. A security deposit of \$462.50 and pet damage deposit of \$462.50 were paid.

The landlord is claiming \$1,588.06 for the cost of replacing the carpet and under pad and disinfecting the floor due to a strong odour of urine from the tenant's cat. The landlord testified that the tenant proposed two different solutions that the tenant believed would mitigate the landlord's losses. These alternatives were apparently more economical than completely replacing the carpets. However, neither of these options were acceptable to the landlord because of the advice the landlord received from his own carpet expert and the possible risk that a return of the urine odour would affect the new tenancy.

Analysis

A mediated discussion ensued and the parties came to a mutual agreement as follows:

The landlord will retain the tenant's security deposit and pet damage deposit in full satisfaction of the landlord's claim.

The dispute has been satisfactorily resolved by the participants.

Conclusion

The parties reached a mutual agreement in which the landlord will retain the tenant's security and pet damage deposits in full satisfaction of the claim.

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: November 20, 2013

Residential Tenancy Branch

