



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Introduction:

This hearing dealt with an application by the landlord pursuant to the Residential Tenancy Act for orders as follows:

- a) A monetary order pursuant to Section 67;
- c) An Order to retain the security deposit pursuant to Section 38; and
- d) An order to recover the filing fee pursuant to Section 72.

SERVICE:

Both parties attended and the tenant agreed she received the Application for Dispute Resolution by registered mail. I find that the tenant was properly served with the documents according to sections 88 and 89 of the Act.

Issue(s) to be Decided:

Has the landlord proved on the balance of probabilities that the tenant did damages to the property, that they were beyond reasonable wear and tear and the cost to cure the damage? Is the landlord entitled to recover the filing fee?

Background and Evidence:

Both parties attended and were given opportunity to be heard, to present evidence and to make submissions. The undisputed evidence is that the tenancy commenced on October 1, 2011, a security deposit of \$675 was paid and rent was \$1350 a month. There was no pet damage deposit but the tenant had two cats. It is undisputed that a joint condition inspection report was completed at move-in and move-out and signed by both parties. The landlord noted there were no problems noted on the move-in report but the move-out report showed that some areas had to be cleaned (oven, windows, some doors and behind the stove and refrigerator) but the major problem was the strong odour of cat urine in the concrete in the laundry room, hallway and a small portion of the garage. As evidence, the landlord provided an invoice for \$728.70 which she paid to a professional cleaner; there was also a letter from the cleaner giving details of the job. The landlord is willing to waive the amount over \$675 (security deposit) as she acknowledges the cleaners used about 20 minutes of their time to clean the whole garage floor when only a small portion had the cat urine smell.

The tenant agreed that the move-out report stated there was a cat urine smell but she said she had used an enzyme cleaner which is supposed to remove everything and also purchased and used an odour bomb about two hours before the move-out report. She suggested that maybe it had not time to be fully effective before the inspection. She objected to the amount of the cleaning bill as she thought the floors should not have needed stripping and sealing as she only had two indoor cats that had litter boxes. In answer to the landlord noting she saw three cats, she said a neighbour cat visited sometimes and got into the house as her cats were females. The landlord said the point was that the concrete did not smell when the tenancy began and there was a strong urine smell when it ended and the cleaning firm had to use extraordinary methods to remove the smell.

The invoice notes floor stripping, applying sealant and primer plus 2 hours of cleaning for 2 cleaners. The cleaner's letter notes the strong odour caused by cat urine in the concrete in the laundry room, partial hallway and garage and the lengthy process required to remove this kind of odour.

On the basis of the documentary and solemnly sworn evidence presented at the hearing, a decision has been reached.

Analysis

Monetary Order:

The onus of proof is on the landlord to prove that the tenant did damages to the property, that it was beyond reasonable wear and tear and the amount it cost to cure this damage. I find the weight of the evidence supports the landlord's testimony that it cost \$728.70 to clean and remove the cat urine odour from the concrete. I find this was beyond reasonable wear and tear and caused by the tenant's two cats or the visiting cat. I find this problem was caused by this tenancy as evidenced by the move-in report showing no problems and the move-out report showing there was a strong cat urine odour plus some cleaning needed.

Although the tenant contended that she used powerful cleaners and an odour bomb, I find strong evidence that the smell remained; the landlord's evidence is strongly supported by the cleaner's letter. As the landlord has waived her claim over \$675, I find her entitled to \$675 plus her filing fee for this application.

Conclusion:

I find the landlord is entitled to a monetary order as calculated below. I find the landlord is entitled to retain the security deposit to offset the rental amount owing and to recover filing fees paid for this application.

Calculation of Monetary Award:

Amount claimed by landlord	675.00
Filing fee	50.00
Less security deposit (no interest 2011-14)	-675.00
Monetary Order to landlord for balance	50.00

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 18, 2014

Residential Tenancy Branch

