



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes mndc, mnsd, olc, mnd, ff

Introduction:

The landlords seek a monetary award for costs of carpet replacement, rodent extermination and cleaning, and fridge replacement following the ending of this tenancy.

The tenant seeks recovery of the pet damage deposit, doubled, and compensation related to loss of use of a bedroom.

Issues to be decided:

- Are the landlords entitled to recover costs for carpet replacement, fridge replacement, and rodent extermination from the tenant?
- Is the tenant entitled to recover double the deposit, and/or compensation for the loss of use of the bedroom?

Background and Evidence:

The tenant began renting the lower portion of the subject premises on October 1, 2013. Monthly rent was \$1,225.00. A security deposit of \$650.00 was paid September 14, 2013, and a pet damage deposit was paid November 1, 2013 in the sum of \$650.00. The security deposit was returned to the tenant when the tenancy ended, but not the pet damage deposit.

The carpets were two years old at the time the tenancy began. The condition inspection report at move in indicated the carpets were in good condition, subject to some marks in the bedroom, and a couple of pulls in the living room. The condition inspection report also stated that the bedroom window needed repair.

The tenant testified that she was unable to use a bedroom in the unit, because the required window repair was not done until January. Had she rented a one bedroom unit, her rent would have been \$200.00 to \$300.00 less per month. She therefore claims \$600.00 for the loss of use of this bedroom.

The female landlord testified that the tenant rented the premises with full knowledge that the window needed repair, and was agreeable to the landlord making this repair while she resided there. In fact the repair was completed and the bedroom usable by mid-October. No complaint was ever made by the tenant during the course of the tenancy about this.

The tenant testified that the carpets were not stained or damaged in any way when she vacated the premises.

The landlords provided evidence that after the tenant vacated the premises, her nephew attempted to clean the carpets, but could not remove urine stains left by the tenant's dogs. The landlords took up the carpets and underlay, disposed of them, and replaced them, at a cost of \$897.05.

The landlord provided evidence that after the tenant vacated the premises, they discovered a significant volume of rat feces, and a rodent nest. The kitchen fridge was ruined, because the insulation under it had been eaten by rats. The tenant must have known there were rats, but never reported it to the landlord. The claimed cost to clean the premises and exterminate the rats was \$352.62, and the cost to replace the fridge was \$175.00.

The tenant alleges there were no rats in the premises. She contends the photos of the landlord are not from her unit, as they show blue walls and there were no blue walls in her rented premises. The landlords and witness confirm that in fact the laundry room walls were blue, and that the photos are in fact of the subject premises.

Analysis:

With respect to the carpets, I accept the testimony of the landlords and their witness that the carpets were left in a stained condition, and I prefer this testimony over that of the tenant. I found the female landlord's testimony to be forthright and believable, and note that she was candid as to the minor damage to the carpets at the start of the tenancy. The condition inspection report from the start of the tenancy fully supports her testimony. It is not logical, that if there were no urine stains or damage to the carpets as contended by the tenant, that the landlord would nevertheless replace them although only two years old. Accepting the landlord's evidence, I find that the carpets were damaged by the tenant's dogs, and that the tenant is liable for the repair costs of \$897.05.

With respect to the rats, I accept the testimony of the landlords and their witness that they found evidence of a large volume of rodent feces soon after the tenant vacated the premises, in the course of cleaning. I find no reason to find, as was contended by the tenant, that the photos are not of the subject premises, and prefer the testimony of the landlords and their witness over that of the tenant in this regard. I accept that the landlord suffered expenses related to the rat extermination, and cleaning and repairs, of \$352.62. Given the volume of feces discovered, some of which was quite visible in the laundry room area, it is clear the tenant either knew, or should have known about this problem, and chose to do nothing about it. The reality is that the tenant rented the premises in a rodent free condition, and left it with a rodent issue, and is liable for the landlords' costs to remediate the problem. I find that the landlords may recover their associated costs of \$352.62 from the tenant.

I accept that the fridge was damaged by the rats, and required replacement. I note that the low replacement cost of \$175.00 demonstrates that the landlord took steps to mitigate their loss, and I find the tenant liable for this full cost.

As the landlords are successful with their claim, they may also recover their \$50.00 filing fee from the tenant. The total sum awarded to the landlord is \$1,474.67. The landlord already holds the tenant's pet damage deposit of \$650.00, and the remaining sum owed by the tenant to the landlord is \$824.67.

The landlord's claim was filed with the requisite 15 days from the end of the tenancy. That claim included a claim as against the pet damage deposit, retained by the landlord. Normally this would confirm that the tenant was not entitled to recover double her deposit from the landlord, as that issue would be subject to the arbitrator's ruling, which in this case has confirmed that the tenant was liable for damage caused by her dogs. However, I note that the amount of the pet damage deposit exceeded half the monthly rent. The maximum pet damage deposit permitted under the Residential Tenancy Act in this case was \$612.50 (half of \$1,225.00), and the \$650.00 pet damage deposit exceeded this sum by \$37.50. The landlord had no right to request or to retain this excess portion of the deposit, and therefore the tenant is entitled to recover the sum of \$75.00 from the landlord (which is, \$37.50, doubled). As the tenant is partially successful in her claim, and in light of the landlords have taken an excessive deposit, I also order that the tenant may recover half her filing fee (\$25.00) from the landlords.

Setting off one claim as against the other leaves a balance due by the tenant to the landlords of \$724.67. I order this sum be paid immediately by the tenant to the landlords.

Conclusion:

I order that the tenant pay to the landlords the sum of \$724.67 immediately.

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: March 05, 2015

Residential Tenancy Branch

