Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes   mnd, mnsd, mndc, ff

Introduction:

The landlord requests a Monetary Order and an order to retain the security deposit and pet damage deposit, following the ending of this tenancy.

The tenant did not attend the hearing. I accept the landlord's testimony and evidence that the tenant was properly served with notice of the hearing by way of registered mail on December 19, 2014, and that the tenant acknowledged receipt of this information in a telephone discussion on December 23, 2014.

Issues to be decided:

I am asked to determine whether the tenant is liable for the landlord's costs for cleaning and repairs following the ending of this tenancy, and am asked to order that the landlord retain the tenant's deposits in partial satisfaction of such award.

Background and Evidence:

This tenancy began October 1, 2013 and ended November 30, 2014. A security deposit of $650.00 was paid August 15, 2014, and a pet damage deposit of $325.00 was paid October 15, 2014. Following the ending of the tenancy, the tenant failed to clean the interior properly. The landlord then hired Molly Maid to clean the premises, which included cleaning of the shower area, portions of the flooring, the appliances, windows, window coverings. The landlord paid $262.50 for this cleaning.

The tenant's dog urinated on the carpet, and the tenant failed to adequately and properly repair the resulting damage. The sub-floor needed to be sealed, and the carpet replaced. In total the landlord paid $632.62 for these repairs. The dog also damaged the landlord's lawn and garden. The estimated cost to repair this damage is $270.00.

Analysis:

A tenant must maintain "ordinary health, cleanliness and sanitary standards" throughout the premises and property, and is generally responsible for paying cleaning costs where the property is left in a condition that does not comply with that standard. A tenant is

also generally required to pay for repairs where damages are caused by their pets. In this case, based upon the testimony and the evidence before me, the various components of the claim are all proven by the landlord. The tenant failed to properly clean the premises, and his dog caused damage to the premises. In particular:

1. Cleaning by Molly Maid – the landlord's testimony and photos indicate that the premises were not left properly cleaned by the tenant. The landlord is therefore entitled to recover the cleaning costs she paid to Molly Maid. I award the sum of $262.50 as claimed.
2. Floor repair – The tenant's dog urinated on the carpet, ruining it as well as the underlay and sub-floor. An insufficient effort was made by the tenant to repair this damage, and after the tenant moved out the sub-floor had to be sealed, and the carpet replaced. The landlord is entitled to recover these costs from the tenant, which total $632.62.
3. The tenant's dog damaged the lawn and garden. The landlord is entitled to recover the repair costs as estimated, in the sum of $270.00.
4. Filing fee- The landlord is awarded recovery of her filing fee of $50.00.

The total sum due by the tenant to the landlord is $1,215.12. The landlord has applied for an order to retain the security deposit and pet damage deposit which totals $975.00. As this sum is less than the award made, and as a significant portion of the claim related to damage by the dog, retention is appropriate.

<u>Conclusion:</u>
I order pursuant to section 38(1) that the full amount of the security deposit and pet damage deposit be retained, in partial satisfaction of the monetary award noted above. I further order that the remaining balance of the award due to the landlord, equalling $240.12, be paid immediately by the tenant to the landlord.

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 02, 2015

_____
Residential Tenancy Branch