



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding WALL FINANCIAL CORPORATION  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MND, MNDC, MNSD, FF

### Introduction

The landlord applies for a monetary award for the cost of carpet replacement, drape cleaning, key lock replacement, suite cleaning, flea treatment and three days loss of rent.

The tenant consents to the \$20.00 drape cleaning charge, the \$75.00 key charge and the \$48.00 general cleaning charge.

### Issue(s) to be Decided

Does the relevant evidence presented during the hearing show on a balance of probabilities that the landlord is entitled to any of the remaining relief?

### Background and Evidence

The rental unit is a one bedroom apartment. The tenancy started in December 2013 and ended February 28, 2015. The monthly rent had been \$695.00. The landlord holds a \$347.50 security deposit and a \$200.00 pet damage deposit.

A move out condition inspection was scheduled for February 28, 2015. The tenant Mr. D.M. was expected to attend but called in that day to say he could not make it. The landlord's representative Ms. C.R. says she offered the next day but was told to proceed without him. Ms. E. L, the tenant at hearing, says that though the landlord was authorized to inspect on her own, she should have issued a second opportunity to attend an inspection as required by the *Residential Tenancy Act* (the "Act").

Ms. C.R. claims the suite was infested with fleas and an exterminator charged \$178.50 to attend to fumigate the suite.

The tenant denies any flea problem. She says she had two cats that were regularly treated for fleas. She says the building has fleas.

Ms. C.R. says the carpets had been damaged by the cats and that the carpet had a heavy smell of urine in it. She says the carpet was about three years old. She acknowledges the carpet had stains and burns prior to this tenancy.

Ms. C.R. says that because the suited needed fumigation and the carpets had to be replaced, incoming tenants had to wait until March 4<sup>th</sup> to move in and as a result the landlord lost three days of rent.

### Analysis

The pest control invoice shows that fleas were “very active” in the suite when the first treatment was applied. I find that the landlord was justified in having the suite treated and I award the landlord its cost of \$178.50.

I find that the landlord was not required to give the tenants a second date for the move out inspection. A date had been agreed upon. The tenants authorized the landlord to proceed without them. The fact that they were not then conversant with the inspection provisions of the *Act* is not a defence.

The move-out report confirms and I find that the carpets had been damaged by the tenants’ pets and had urine odour. Replacement was justified.

According to Residential Tenancy Policy Guideline 40 “Useful Life of Building Elements” a carpet has an expected useful life of ten years. Having regard to the likely age of the carpets and the fact they were already stained, I consider \$525.00 to be an appropriate portion of the replacement cost attributable to the tenants and I award the landlord that amount.

I find that the suite was not reasonably habitable when the tenants’ left and that the landlord lost three days of rental income as a result. I award the landlord the amount of \$67.26 in that regard, as claimed.

### Conclusion

The landlord is entitled to a monetary award totalling \$913.76 plus recovery of the \$50.00 filing fee. I authorize the landlord to retain the \$547.50 of deposit money in reduction of the amount awarded. There will be a monetary order against the tenants jointly and severally for the remainder of \$416.26.

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: July 28, 2015

---

Residential Tenancy Branch

