Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding HIGHSTREET ACCOMMODATIONS LTD
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MND, MNSD, MNDC, FF

Introduction

The landlords apply for a monetary award for the cost of an “ozone” treatment to the rental unit and for the replacement cost of an armchair. The claims regarding the fridge, floor and fireplace mantel have been resolved between the parties prior to this hearing.

The landlords shown on the written tenancy agreement are Ms. M.R. and Ms. B. H.. Mr. N.R. appears to be their agent. The tenant is the limited company. The respondent Ms. W.G. is an employee of the tenant and is not a proper party respondent.

Issue(s) to be Decided

Does the relevant evidence presented during the hearing show on a balance of probabilities that the landlords are entitled to be compensated for the ozone treatment and the armchair.

Background and Evidence

The rental unit is a two bedroom condominium apartment. The tenant is in the business of providing short term accommodation to persons. It has been renting the landlords’ apartment at various times, for various of its clients, for eight or ten years.

This particular tenancy started December 17, 2014 and, after an initial fixed term of one month and extensions, ended March 6, 2015. The rent was calculated on the basis of $2945.00 for the first month and then a daily rate of $95.00. The tenant paid a $1425.00 security deposit. The landlords have returned $736.25 of it.

The tenancy agreement is clear that no pets were allowed in the premises. Perhaps through error, the tenant permitted an occupant with a pet dog to take possession. There is no dispute but that the tenant thereby breached the “no pets” clause of the tenancy agreement.

The landlords found out about the pet as the result of a complaint relayed to them through the strata council. The matter was discussed between Mr. N.R. and Ms. W.G. at that time.

Mr. N.R. testifies that he allowed the occupant to keep the pet and did not collect any pet damage deposit on the basis that the apartment would be thoroughly cleaned and would receive an ozone treatment at the end of the tenancy in order to sanitize the air and remove all dander and odour that might have been left by the occupant’s dog. Mr. N.R. says that such a treatment was important in order to facilitate future rentals to persons with pet allergies.

Ms. W.G. acknowledges the conversation but denies there was any discussion or agreement about ozone treatments.

The parties conducted a move out inspection together on March 6.

Mr. N.R. says that the ozone treatment, which takes four to eight hours and requires an empty apartment, was not done at the end of this tenancy because a tenant was moving in and didn’t object to the fact that a dog had been living there. That tenant stayed only about a month. Mr. N.R. says the apartment still had a pet odour after that and so on April 9, 2015 the landlords engaged the ozone treatment company to carry out the treatment at a cost of $414.75. The landlords seek to recover that amount.

The parties agree that the leatherette-like covering of chair was scratched and damaged but they disagree about the fair value of it.

Analysis

Regarding the ozone treatment, the competing testimony does not show on a balance of probabilities that the landlord's representative Ms. W.G. warranted that an ozone treatment would be done after the tenancy.

The question then is, whether or not there was an agreement, did this apartment require the ozone treatment.

Questions about the state of premises at the end of the tenancy are usually resolved by reference to the move out inspection and report that the *Residential Tenancy Act* (the "*Act*") compels a landlord to carry out and complete at the end of the tenancy. The *Act* imposes that obligation on a landlord for the purpose of avoiding disputes just such as this one.

The move out report in this case is acknowledged by both sides to be the report prepared on March 6. There is no mention of pet odour nor is there any mention of a requirement for the tenant to conduct or pay for an ozone treatment.

In the absence of such a reference, the landlords' evidence is not sufficient to overcome the initial burden on the landlords to prove that the inspection report was not a complete report of the state of the premises on March 6 and to prove the need for such a treatment. I dismiss this item of the claim.

In regard to the chair, the parties agree that a new replacement chair costs about $224.00 and that the damaged chair is about seven years old. The tenant's representative Ms. T.R. opines that the useable life of such a chair is about seven years and so the damaged chair had not value.

Residential Tenancy Policy Guideline 40, "Useful Life of Building Elements" gives furniture a "useful life" of ten years.

I find that the chair in question had a "useful life" of ten years and is of a value of 3/10ths of $224.00. I award the landlords $67.20 as damages.

Conclusion

The landlords are entitled to a monetary award of $67.20. As they have had only limited success, I authorize recovery of $25.00 of the filing fee.

I authorize the landlords to retain the total of $92.20 from the $688.75 deposit money they hold.

The tenant will have a monetary order for the remainder of $596.55.

The tenant indicated that it had brought its own application against the landlords seeking return of its security deposit, doubled pursuant to s.38 of the *Act*. That matter is scheduled to be heard in January 2016. The parties did not appear to agree that I make a determination about that issue and so I make no finding about the issues to be raised in that application, but for what has been decided here.

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: August 30, 2015

Residential Tenancy Branch