



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND MNSD MNDC FF

Introduction

This hearing dealt with an application by the landlord for a monetary order and an order to retain the security and pet deposits in partial satisfaction of the claim. The landlord and the tenants participated in the teleconference hearing.

At the outset of the hearing, the tenants confirmed that they had received the landlord's application and evidence. Neither party raised any issues regarding service of the application or the evidence. Both parties were given full opportunity to give affirmed testimony and present their evidence. I have reviewed all testimony and other evidence. However, in this decision I only describe the evidence relevant to the issues and findings in this matter.

Issue(s) to be Decided

Is the landlord entitled to monetary compensation as claimed?

Background and Evidence

The tenancy began on May 1, 2007. At the outset of the tenancy, the tenants paid the landlord a security deposit of \$650.00 and a pet deposit of \$650.00. Rent was payable in advance on the first day of each month, and at the end of the tenancy the monthly rent was \$1,440.00, including utilities.

On July 5, 2013 the tenants served the landlord with written notice of their intention to vacate the rental unit on or before July 31, 2013. The tenants paid the landlord rent for August 2013, less \$140.00 that the landlord estimated represented utilities for that month. The tenants returned the keys to the landlord on August 7, 2013.

The landlord stated that the tenants caused damage to several areas of the rental unit. The landlord stated that he took steps to minimize the repairs costs by sometimes acquiring used materials and asking contractors for a deal. The landlord stated that he did not charge the tenants where he was doing upgrades rather than simply repairs. In support of his claim the landlord provided detailed spreadsheets, invoices and receipts, written witness statements and photographs of the damaged areas of the unit.

The landlord broke down his claim according to the separate rooms or areas of the unit, as follows:

1) Front Bedroom

The landlord stated that there was extensive damage done to the front bedroom by the tenants' cats. The landlord claimed a total of \$1,031.50 for repairs to the front bedroom.

The tenants acknowledged responsibility for the damage to the front bedroom.

2) Bathroom

The landlord stated that there was damage to the bathroom including a window with a rusted frame, which the landlord replaced. The landlord acknowledged that this damage was not noted on the move-out inspection report; however, the shower was not used after the tenants moved out.

The tenants acknowledged responsibility for all of the bathroom damage except the bathroom window, which the tenants stated worked fine for them, and the landlord did not even try to open the window until months after the tenancy ended.

3) Middle and Master Bedrooms and Upstairs Hall

The landlord stated that there was damage in these rooms from cat scratches and cat urine. The landlord stated that he smelled the stains to verify that they were from cat urine. The landlord submitted that painting was required to suppress the odour of cat urine. The landlord stated that at the beginning of the tenancy the tenants agreed to do any painting that was required.

The tenants acknowledged responsibility for the door jambs and baseboards in the upper part of the house, but they disputed the landlord's claims for painting and carpeting. The tenants stated that as set out in the move-in condition inspection report, there were already stains in the bedroom carpet and painting needed to be done at the beginning of the tenancy.

4) Main Entrance and Hall

The landlord stated that there was damage in the main entrance from a water leak that occurred in the bathroom in December 2007. The landlord stated that he told the tenants it would be best to repair the damage at that time, but the tenants stated that the landlord could repair it when they moved out.

The tenants disputed this part of the landlord's claim, stating that the landlord was trying to charge them for everything. The tenants stated that they did not leave the tub on, and the leak was in the wall. The tenants stated that they told the landlord about the leak right away.

5) Kitchen

The landlord claimed costs for replacing one cabinet, a range hood and trays and rings under the stove elements. He also claimed for painting costs.

The tenants stated that they had agreed to pay for one new kitchen cabinet. The tenants also acknowledged responsibility for the costs for the stove and range hood.

6) Living and Dining Room

The landlord stated that there was damage from cat urine in the living room, and there was further damage from a leaking water cooler. The landlord submitted that during the tenancy the tenants informed the landlord that he had put a 19 litre water jug into his water cooler and discovered the next morning that the entire jug had drained out onto the floor and into the carpet. The landlord indicated that he offered the tenant a wet/dry vacuum but the tenant stated that it had happened about a week before, and it was pretty much dry now.

The tenants responded that when the water cooler leaked, they cleaned it up in the first day.

7) Lost Revenue for September ~~2014~~ **2013**

The landlord claimed lost revenue for September ~~2014~~ **2013**, because not all of the repairs were done by that time and the unit would not have been ready to rent. The landlord acknowledged that he was not able to do the repair work full-time.

Analysis

Upon consideration of the evidence and on a balance of probabilities, I find as follows:

1) Front Bedroom

The tenants acknowledged responsibility for this damage, and I find that the landlord is entitled to **\$1,031.50** for repairs to the front bedroom.

2) Bathroom

The landlord did not provide sufficient evidence to establish that the tenants were responsible for the rusted window frame, and I therefore dismiss that portion of his claim. The tenants acknowledged responsibility for the remainder of the bathroom damage and I therefore grant the landlord **\$1,507.29** for the balance of repairs to the bathroom.

3) Middle and Master Bedrooms and Upstairs Hall

I accept the landlord's evidence as persuasive that there was significant damage done to these areas by the tenants' cats. However, the average useful life of paint, as set out in the Residential Tenancy Policy Guidelines, is four years. It was not the tenants' responsibility to paint the unit at the beginning of the tenancy. If the landlord had done required painting at that time, the walls may not have absorbed the odour of the pet urine. For these reasons, I find that the landlord is not entitled to the amounts claimed for paint and primer. I grant the landlord **\$30.58** for the middle bedroom; **\$795.01** for the master bedroom; and **\$454.27** for the upstairs hall.

4) Main Entrance and Hall

The landlord did not mitigate any damage caused to the entrance by the bathroom leak, as he did not take steps to immediately repair the damage. The landlord did not provide sufficient evidence to show that the flooring in the main entrance and hall were damaged by the tenants. I therefore dismiss this portion of the landlord's claim.

5) Kitchen

I find that the landlord is entitled to the costs for the cabinet, range hood and stove trays and rings, but he is not entitled to the costs for painting. I therefore deduct the paint costs from this portion of the landlord's claim and grant **\$199.39** for kitchen costs.

6) Living and Dining Room

I find that the landlord is not entitled to any costs for the living and dining room. As with other rooms, I find that the landlord is not entitled to paint costs. The landlord did not mitigate the damage done by the leaking water cooler after he became aware of it. The landlord did not distinguish between costs for carpeting to replace cat urine stained carpet and the carpet damaged by the water cooler. I therefore dismiss this portion of the landlord's claim.

7) Lost Revenue for September ~~2014~~ **2013**

I find that the landlord is not entitled to lost revenue for September ~~2014~~ **2013**, as he stated that he chose to do the repair work himself and that he was not able to do repairs full-time. The landlord did not provide evidence that even if he had hired professionals to do the repairs, the unit would not have been rentable for September ~~2014~~ **2013**.

As the landlord's application was partially successful, I find that he is entitled to partial recovery of the filing fee for the cost of this application, in the amount of **\$50.00**.

Conclusion

The landlord is entitled to \$4,068.04. I order that the landlord retain the security and pet deposits and applicable interest totalling **\$1,332.79** in partial satisfaction of the claim and I grant

the landlord an order under section 67 for the balance due of **\$2,735.25**. This order may be filed in the Small Claims Court and enforced as an order of that Court.

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 27, 2015

Residential Tenancy Branch

