



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC, MNSD, FF

Introduction

This hearing dealt with the landlord's application for monetary compensation for damage or loss under the Act, regulations or tenancy agreement; and, authorization to retain the security deposit and pet damage deposit. The tenant did not appear at the hearing. The landlord submitted that the hearing documents were sent to the tenant via registered mail which was successfully delivered on May 27, 2015. I was satisfied the tenant was served with the hearing documents and I continued to hear from the landlord without the tenant present.

At the outset of the hearing, the landlord stated that she was prepared to limit her recovery to that equivalent to the security and pet damage deposit as she would not be pursuing the tenant for amounts in excess of the deposits. I confirmed with the landlord that she was seeking to amend her application. I found the request for amendment to be non-prejudicial to the tenant as it reduces the landlord's claims and I amended the application accordingly.

Issue(s) to be Decided

1. Has the landlord established an entitlement to compensation from the tenant in an amount that is at least equivalent to the security deposit and pet damage deposit?
2. Is the landlord authorized to retain the security deposit and pet damage deposit?

Background and Evidence

The fixed term tenancy started October 1, 2014 and was set to expire October 31, 2015; however, the tenancy ended earlier on April 30, 2015 when the tenant vacated the unit. The tenant paid a security deposit of \$467.50 and a pet damage deposit of \$467.50 for a total of \$985.00.

A move in inspection report was signed by both parties on September 30, 2014.

On April 30, 2015 the landlord attended the property for purposes of performing the move-out inspection. The tenant was present at the start of the inspection but left before the inspection was complete. The tenant did not sign the move-out inspection report or authorize the landlord to make any deductions from the security deposit.

The landlord submitted that she suffered the following losses due to the tenant's actions or neglect: carpet cleaning of \$168.00; carpet and underlay replacement of \$1,524.35; and, yard maintenance of \$52.50.

The landlord testified that the rental unit smelled of cat urine at the end of the tenancy and the landlord asked to see the tenant's carpet cleaning receipt. The tenant waived a receipt in the air but would not let the landlord have a close look at it. Due to the obvious smell of urine the landlord called in another carpet cleaning company that applied a special treatment and cleaned the carpeting again in attempt to neutralize the urine smell at a cost of \$168.00. The landlord testified that the urine smell improved but was still present. The landlord's carpet cleaning company advised the landlord that the urine likely penetrated the underlayment and the smell would return so to eliminate the smell the carpet and underlay would have to be replaced.

The landlord had the carpet and underlayment replaced at a cost of \$3,048.69 but limited the tenant's liability to 50%. The landlord testified that the carpeting was 4 years old at the start of the tenancy.

The landlord also submitted that the tenant was responsible for grass cutting at the property. The tenant had hastily cut the grass with a weed-eater and left the clumps of grass clippings on the grass. The landlord hired a landscaper to cut the grass properly, remove the clippings, and edge the grass at a cost of \$52.50.

Documentary evidence provided by the landlord included copies of: the tenancy agreement including an addendum that pertains to yard maintenance; the condition inspection report; invoices in support of the amounts claimed; and, a written submission as to the sequence of relevant events.

Analysis

Under the Act, a tenant is required to leave a rental unit reasonably clean and undamaged. If a tenant fails to leave a rental unit reasonably clean and undamaged the landlord may pursue the tenant for losses associated to the tenant's violation of these requirements.

I accept the undisputed evidence before me that the rental unit smelled of pet urine at the end of the tenancy due to the tenant's cat urinating on the carpeting. I find the tenant's failure to rectify the consequences of her pet's urine on the carpeting to be a violation of the tenant's obligation to leave the rental unit reasonably clean and undamaged.

Having heard the landlord called in another carpet cleaning company that applied a special treatment in an attempt to neutralize the odour, I find the landlord took reasonable steps in an attempt to mitigate losses. I also find it reasonably likely that urine would penetrate the carpet all the way through to the underlayment and treatments applied to the carpeting would not effectively neutralize the urine that had penetrated the underlay. As such, I find it reasonable that it was necessary to replace the carpeting and underlay due to the tenant's pet urinating on the carpet. Therefore, I find the landlord's losses associated to cleaning the carpeting again and replacing the carpeting were due to the tenant's actions or neglect that resulted in her pet urinating on the carpeting.

Having heard the carpeting was 4 years old at the start of the tenancy, or approximately 4.5 years old at the end of the tenancy, I find the landlord's submission that the tenant be held responsible for 50% of the replacement cost is reasonable and appropriate.

Since the carpet cleaning cost of \$168.00 and the carpet replacement cost attributable to the tenant of \$1,524.35 exceed the sum of the security deposit and pet damage deposit, I authorize the landlord to retain the deposits, as requested, in full satisfaction of the landlord's claims against the tenant. Accordingly, I find it unnecessary to further consider whether the tenant is liable to compensate the landlord for yard maintenance.

Conclusion

The landlord has been authorized to retain the tenant's security deposit and pet damage deposit in satisfaction of the landlord's losses, as requested.

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: November 13, 2015

Residential Tenancy Branch

