



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, MND, MNR, FF

Introduction

This hearing convened as a result of a Landlord's Application for Dispute Resolution wherein the Landlord requested monetary compensation from the Tenants for unpaid rent, damage to the rental unit, authority to retain the security deposit and to recover the filing fee.

The hearing was conducted by teleconference on May 30, 2017. Only the Landlord called into the hearing. She gave affirmed testimony and was provided the opportunity to present her evidence orally and in written and documentary form, and to make submissions to me.

The Landlord testified that she served the Tenants with the Notice of Hearing and the Application on November 30, 2016 by registered mail. A copy of the registered mail tracking numbers for the packages sent to each of the Tenants is provided on the unpublished cover page of this my Decision. The Landlord stated that the information she received from Canada Post confirmed that the Tenant, K.C., was served on December 2, 2016, and the Tenant, J.B., was served on December 3, 2016. Accordingly, I find the Tenants were duly served and I proceeded with the hearing in their absence.

I have reviewed all oral and written evidence before me that met the requirements of the *Residential Tenancy Branch Rules of Procedure*. Not all details of the Landlord's submissions and or arguments are reproduced here and only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issues to be Decided

1. Is the Landlord entitled to monetary compensation from the Tenants?
2. Should the Landlord be authorized to retain the Tenants' security deposit?
3. Should the Landlord recover the filing fee?

Background and Evidence

The Landlord confirmed that the tenancy began September 1, 2015. Monthly rent was paid in the amount of \$2,300.00 and the Tenants paid a security deposit in the amount of \$1,100.00.

The Landlord stated that the Tenants left the rental unit on approximately April 21, 2017. She stated that she made arrangements to meet with the Tenants on April 21, 2017 to perform the move out condition inspection. Introduced in evidence were copies of email communication between the parties and which show the Tenants agreed to attend the unit at 7:00 p.m. on that date. The Landlord stated that when she arrived, the rental unit had been abandoned. She stated that the Tenants left one set of keys on the kitchen counter despite the fact she had provided them with two sets of keys at the start of the tenancy (this is also noted on the Move in Condition Inspection Report).

The Landlord further testified that the Tenants failed to clean the rental unit as required. She stated that she discovered the Tenant, J.B., was taking in rescue dogs and at one point the Tenants had six dogs and two snakes in the rental unit. The Landlord confirmed that this caused significant damage to the rental unit due to animal urine and feces. Photos submitted by the Landlord depict the following:

- stained flooring in the garage, hallway, and bedrooms;
- numerous items left in the garage, kitchen, laundry room, bathroom, and bedrooms including mattresses and broken furniture;
- animal feces in the outside area; and,
- significant debris on the floors suggesting the Tenants failed to vacuum or sweep the rental unit;

The Landlord stated that when the tenancy ended the carpets were approximately three years old. She said that she attempted to have the carpets cleaned but they were so badly damaged by pet urine and feces that they had to be replaced.

The Landlord also confirmed that the rental unit had to be painted due to damage to the walls.

The Landlord testified that the Tenants left several vehicle/trailer axles as well as tires at the rental property which required removal and that due to their size the Landlord had to rent the services of a “flat bed” as they would not fit in a regular sized pick-up truck.

Introduced in evidence was a Monetary Orders Worksheet wherein the Landlord indicated she sought compensation for the following:

Item	amount	Receipt?
Carpet cleaning	\$220.50	yes
Changing of five locks	\$98.50	yes
Supplies, including dust masks and cleaning supplies	\$82.96	yes
Removal of garbage, tires and axles	\$1,017.46	yes
Removal of pet urine soaked carpet	\$425.60	yes
Cost to replace carpet	\$3,673.58	yes
Cost of paint	\$192.81	yes
Installation of carpet	\$1,241.31	yes
Garbage removal	\$121.74	yes
Cleaning	\$752.50	yes
Rent owing for March and April 2016	\$3,075.00	
Outstanding Hydro utility	\$814.10	
TOTAL CLAIMED	\$11,594.32	

As noted in the above table, the Landlord also provided copies of receipts for all of the amounts claimed save and except for the amounts claimed for the rent and outstanding hydro utility. In support the Landlord provided a handwritten document setting out the amounts claimed and which indicated that the Tenants did not pay rent the full amount of rent for March 2016 and did not pay rent at all for April 2016 such that the sum of \$3,075.00 was owed for rent. The Landlord also stated that pursuant to the tenancy agreement the Tenants were responsible for the payment of the hydro utility. She confirmed that when the tenancy ended the Landlord received the Tenants hydro bill and the sum of \$814.10 was outstanding.

Analysis

In a claim for damage or loss under section 67 of the *Act* or the tenancy agreement, the party claiming for the damage or loss has the burden of proof to establish their claim on the civil standard, that is, a balance of probabilities. In this case, the Landlord has the burden of proof to prove their claim.

Section 7(1) of the *Act* provides that if a Landlord or Tenant does not comply with the *Act*, regulation or tenancy agreement, the non-complying party must compensate the other for damage or loss that results.

Section 67 of the *Act* provides me with the authority to determine the amount of compensation, if any, and to order the non-complying party to pay that compensation.

The condition in which a Tenant should leave the rental unit at the end of the tenancy is defined in section 37 of the *Act* as follows:

37 (2) When a tenant vacates a rental unit, the tenant must leave the rental unit reasonably clean, and undamaged except for reasonable wear and tear.

Normal wear and tear does not constitute damage. Normal wear and tear refers to the natural deterioration of an item due to reasonable use and the aging process. A tenant is responsible for damage they may cause by their actions or neglect including actions of their guests or pets.

After careful consideration of the undisputed testimony and evidence of the Landlord and on a balance of probabilities I find as follows.

I find the Tenants failed to clean the rental unit as required by section 37. The photos submitted by the Landlord suggest the Tenants made no effort to clean, having failed to even sweep or vacuum the floors. I also accept the Landlord's evidence that the Tenants left a significant amount of garbage and debris at the rental unit, including vehicle and trailer axles, such that the Landlord incurred substantial costs for removal of these items. I therefore award the Landlords the cost of cleaning as well as the cleaning supplies and the cost of removal of the Tenants' garbage.

The photos submitted by the Landlord show the carpets as being stained. I accept the Landlord's evidence that she attempted to clean the carpets and that when this proved unsuccessful in removing the pet urine smell the carpet was necessarily replaced.

Residential Tenancy Branch Policy Guideline 40—Useful Life of Building Elements provides in part as follows:

When applied to damage(s) caused by a tenant, the tenant's guests or the tenant's pets, the arbitrator may consider the useful life of a building element and the age of the item. Landlords should provide evidence showing the age of the item at the time of

replacement and the cost of the replacement building item. That evidence may be in the form of work orders, invoices or other documentary evidence.

If the arbitrator finds that a landlord makes repairs to a rental unit due to damage caused by the tenant, the arbitrator may consider the age of the item at the time of replacement and the useful life of the item when calculating the tenant's responsibility for the cost or replacement.

Policy Guideline 40 also provides a table setting out the useful life of most building elements.

The Landlord claimed compensation in the amount of \$3,673.58 for the cost to replace the carpets. She testified that the carpet was three years old at the time the tenancy ended. *Policy Guideline 40* provides that carpet has a useful life of 10 years; accordingly, I discount the Landlord's claim of \$3,673.58 by 30% and award her recovery in the amount of **\$2,571.51**. I award the Landlord the full amount claimed for cleaning the carpet as well as the removal and installation.

I accept the Landlord's evidence that the Tenants failed to return the second set of keys to the rental unit such that the Landlord incurred the cost to change five locks to the rental unit.

The Landlord claimed the rental unit required repainting as a result of damage caused by the Tenants. She did not provide any evidence as to the age of the interior paint, which according to *Policy Guideline 40* has a useful life of four years; as this tenancy was for just over a year and a half, it may have been that the rental unit required repainting in any event of the Tenants' actions or negligence. Further, the photos submitted by the Landlord do not support a finding that the rental unit required repainting. I therefore dismiss the Landlord's claim for the cost of paint.

I accept the Landlord's evidence that the Tenants failed to pay rent for March and April 2016 and failed to pay the outstanding hydro utility. I find the Tenants were obligated to pay these sums and I therefore award the Landlord the amounts claimed.

In total I award the Landlord compensation in the amount of **\$10,521.18** for the following:

Item	amount
Carpet cleaning	\$220.50
Changing of five locks	\$98.50
Supplies, including dust masks and cleaning supplies	\$82.96

Removal of garbage, tires and axles	\$1,017.46
Removal of pet urine soaked carpet	\$425.60
Cost to replace carpet (discounted by	\$2,571.51
Installation of carpet	\$1,241.31
Garbage removal	\$121.74
Cleaning	\$752.50
Rent owing for March and April 2016	\$3,075.00
Outstanding Hydro utility	\$814.10
Filing fee	\$100.00
TOTAL AWARDED	\$10,521.18

Conclusion

The Landlord is granted monetary compensation in the amount of \$10,521.18.

I authorize the Landlord to retain the Tenants' \$1,100.00 security deposit towards the amounts awarded and I grant the Landlord a Monetary Order for the balance due in the amount of **\$9,421.18**. The Landlord must serve the Monetary Order on the Tenants and may file and enforce the Order in the B.C. Provincial Court (Small Claims Division) 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: June 16, 2017

Residential Tenancy Branch