



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding 3845 INVESTMENTS LTD. DBA CALLAHAN PROPERTY GROUP LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNDC, RP, RR

Introduction

This matter dealt with an application by the Tenant for compensation from the Landlord for loss or damage under the Act, regulations and tenancy agreement, for repairs to the unit, site or property and for a rent reduction.

The Tenant said she served the Landlord with the Application and Notice of Hearing (the “hearing package”) by registered mail on September 26, 2018. Based on the evidence of the Tenant, I find that the Landlord was served with the Tenant’s hearing package as required by s. 89 of the Act and the hearing proceeded with all parties in attendance.

Issues(s) to be Decided

1. Is the Tenant entitled to compensation for loss or damage under the Act, regulations and tenancy agreement?
2. Is the Tenant entitled to compensation for repairs?
3. Are there additional repairs that need to be completed?
4. Is the Tenant entitled to a rent reduction?

Background and Evidence

This tenancy started on April 1, 2018 as a fixed term tenancy with an expiry date of March 31, 2019. Rent is \$950.00 per month payable on the 1st day of each month. The Tenant paid a security deposit of \$475.00 at the start of the tenancy. The Tenant said a move-in condition inspection report was completed on March 31, 2018 and then a second report was done at the Landlord’s request.

The Tenant said there are seven issues in her application and they are as follows:

- 1) The Tenant said she is requesting \$120.00 for her labor to clean, sterilize and paint parts of the rental unit after she moved in. The Tenant said the previous tenant was a pet owner and the Landlord did not do a proper job preparing the unit for the next tenant. As well, the Tenant requested the condition inspection report be permanently set aside because the Tenant believes she was coerced to complete it as signed.
- 2) The Tenant requested compensation of \$40.00 for the use of her stove. The Tenant said she purchased a stove when she discovered the stove in the unit was not working correctly and the Landlord did not repair or replace it. As well, the Tenant requested a permanent rent reduction of \$5.00 per month for the broken stove or the use of her stove as a replacement stove.
- 3) The Tenant said her unit did not have a foot lock on the patio door and she feels unsafe in the unit. The Tenant requested compensation of \$100.00 per month for three month in the amount of \$300.00 for the lack of security. As well the Tenant requested a new foot lock be installed as soon as possible.
- 4) Further the Tenant applied for \$30.00 per month for 4 months in the amount of \$120.00 for the improper use of a deodorizer that the Landlord's carpet cleaner used to clean the carpets for cat urine. The Tenant said the deodorizer didn't work and the deodorizer's smell reduced her ability to enjoy the rental unit.
- 5) The Tenant said she is also requesting \$50.00 per month for 8 months in the amount of \$400.00 as she did not have the full use of the rental unit. The Tenant explained that she believes the cat urine and cleaning chemicals presented a biohazard to her. As a result, the Tenant said she could not walk in the unit with bare feet nor could she use her yoga mat on the floor.
- 6) The Tenant continued to say the Landlord did try to clean and treat the carpets but the Landlord's attempts were badly executed and unsatisfactory. Consequently, the Tenant is requesting compensation of \$100.00 for the inconvenience of the prolonged clean up of the unit for the cat urine smell in the carpets.
- 7) The Tenant said her final claim is for the repair or replacement of the carpets to mitigate the cat urine in the carpets and the rental unit. The Tenant said she is withdrawing this claim as the carpets were replaced on October 31, 2018. The Tenant requested leave to reapply if the cat urine smell is not resolved by the replacement of the carpets.

The Tenant said she is unsatisfied with the way the Landlord has handled this matter and she is now requesting \$1,080.00 in compensation for her labor, inconvenience and loss of enjoyment of her rental unit as well as a permanent rent reduction.

The Landlords responded to the Tenant's application as follows:

- 1) The Landlord said the first condition inspection report was not acceptable to the Landlord as it was difficult to read, so the Landlord requested a second condition inspection report to be completed. The Landlord said the Tenant agreed to the second report and the Tenant signed it. The Landlord continued to say the report shows some deficiencies and damage to the unit, but as the Tenant agreed to the report the Tenant should not have a claim for cleaning, sterilizing and painting for 6 hours of labour at \$20.00 per hour. The Landlord said the unit was cleaned by their staff and painted except for the inside of the drawers which did not require painting.
- 2) The Landlord agreed the stove in the unit was missing a part and the Landlord agreed to the \$40.00 in compensation to the Tenant. On further discussion the parties agreed that the Landlord would purchase the Tenant's stove for \$135.00 and the stove would stay in the Tenant's unit. The Tenant agreed to withdraw the claim for \$40.00 since the Landlord was purchasing her stove to replace the original stove.
- 3) The Landlord said all the patio doors have handle locks and the foot locks have been installed by tenants on their own. The Landlord said the foot locks are not standard issue in the units and they do not have to provide foot locks to the tenants. The Landlord said in this situation they are prepared and have said to the Tenant that they will install a foot lock on the Tenant's door, but they do not agree with any compensation for the unit not coming with a foot lock on the door.
- 4) The Landlord said they had the carpets cleaned twice by professional carpet cleaners with the second time on September 4, 2018 and they used a professional carpet cleaner who they have used many times. The Landlord said they did an inspection of the unit on September 12, 2018 and they did not smell a chemical odor or cat urine. The Landlord said they do not agree with any compensation for the carpet cleaner using a deodorizer on the carpets.
- 5) The Landlord said they hired a professional carpet cleaner to clean deodorize the carpets and the Landlord believes the products that he used were safe. The Landlord said they took reasonable action to respond to the Tenant's concerns. The Landlord said they do not agree with any compensation for a perceived biohazard the Tenant has because of the carpet cleaning.
- 6) The Landlord said they acted responsibly in this situation as they cleaned the carpets twice and then agreed to replace the carpets even though the Landlords did not detect any odor after the second carpet cleaning. The Landlord said they did everything they could to make this a healthy Landlord/Tenant relationship. The Landlord said they do not agree with any compensation for the way they handled the situation.

The Tenant responded to the Landlord's comments by said that other tenants in the building have foot locks on the patio doors and she was told by the tenants the locks came with the units.

The Landlord said that if the units have foot locks it was because the tenants installed them or previous tenants have left the locks in the units when they moved out.

The Tenant continued to say the Landlord completed a second condition report because the Landlord M.L. did not want any "d"s which stands for dirty on the reports.

The Landlord said that the report was redone because the Tenant had written on it and it was difficult to understand.

The Tenant said she did not write on the condition inspection report. Further the Tenant said the Landlord did not clean the unit correctly after a pet was in it. The Tenant said the report says there is cat hair in many areas of the unit including the kitchen, bathroom and hallways. The Tenant continued to say the Landlord did not clean for a previous pet and the Landlord should have because the unit was not clean of cat hair and cat urine.

The Tenant said in closing the Landlord has not handled this situation in a satisfactory manner and it has devalued the Tenant's enjoyment of rental unit. The Tenant requested the compensation that she has applied for less the \$40.00 rent reduction for the use of her stove.

The Landlord said they will purchase the stove from the Tenant for \$135.00 and they have replaced the carpets in the unit as of October 31, 2018. The Landlord believes they have acted in a responsible manner and have tried to work with the Tenant. The Landlord said they do not believe the Tenant's claims are reasonable and should be dismissed.

Analysis

I have read the large amount of evidence submitted by each of the parties and I have reviewed my notes made during the testimony at the hearing. It appears to me that the main issue in this dispute is. What is the standard of cleanliness that is acceptable for a rental unit at the start of a tenancy? The Tenant believes that because a pet was in the rental unit prior to her tenancy, the Landlord should have taken this into consideration when preparing the unit for a new tenant. The Tenant said the Landlord did not clean

the unit to an acceptable standard and did not repair, remove or clean the pet damage. The Tenant said she missed the smell of cat urine in the carpet on the move in inspection because the carpets were newly cleaned and she smelled the cleaning fluids. The Tenant said the cat urine smell came out of the carpets after she moved in. The Tenant believes her tenancy has been devalued and that she should be awarded compensation.

The Landlord indicated their normal "in house cleaning staff" cleaned the unit adequately and that they acted responsibly in preparing the unit for rent. The Landlord continued to say that they responded to the Tenants request by cleaning the carpet a second time and then they replaced the carpets even though the Landlord's inspection on September 12, 2018 did not detect a smell of cat urine. The Landlord says that they acted reasonably and there should be no compensation given to the Tenant.

The Tenant's second issue is whether the Landlord acted responsible and in a timely manner to correct the issue. The Tenant says that the carpet was replaced in October 31, 2018 and the tenancy started on April 1, 2018 which is 7 month to resolve the problem.

The Landlord said they cleaned the unit and the carpets prior to move in and then they cleaned the carpets again on September 4, 2018 and replaced the carpets on October 31, 2018. The Landlord said they have tried to be responsive and reasonable with the Tenant's demands.

Section 32 of the Act says a Landlord must provide and maintain residential property in a state of decoration and repair that makes it suitable for occupation by a tenant.

Further Residential Policy Guideline #1 says:

The Landlord is responsible for ensuring that rental units and property, or manufactured home sites and parks, meet “health, safety and housing standards” established by law, and are reasonably suitable for occupation given the nature and location of the property

And:

CARPETS:

- 1) At the beginning of the tenancy the landlord is expected to provide the tenant with clean carpets in a reasonable state of repair.**
- 2) The landlord is not expected to clean carpets during a tenancy, unless something unusual happens, like a water leak or flooding, which is not caused by the tenant.

Policy Guideline 31 Pet Deposit

What does the pet deposit cover?

The deposit is to be held by the landlord as security for damage caused by a pet.

I accept the Tenant’s testimony and evidence that the rental unit was not cleaned adequately for a new tenancy. Landlords must take into consideration the affects and damage that a pet causes in a unit during a tenancy. I find that there was pet damage in the form of cat urine in the carpet when the Tenant moved in. The Act makes a provision for pet deposits to deal with pet damage. A pet deposit is for damage to a unit during a tenancy. Cat urine stained carpets or the smell of cat urine in a carpet is damage to the unit and must be repaired or replace prior to a new tenancy. I accept the Landlord’s did a standard cleaning job on the unit prior to the Tenant moving in, but I

find the cleaning job was not sufficient. I find this because of the Tenants many complaints and that the Landlord agreed to clean the carpets a second time and ultimately replace the carpets. Further, the second move in condition inspection report indicates there was cat hair in the kitchen, bathroom and hallway. This is proof that the unit was not cleaned adequately. Consequently, I will make a decision on each of the five remaining claims of the Tenant application as the rent reduction for the stove and the replacement of the carpet has been resolved.

1. With regard to the Tenant's claim for cleaning, sterilizing and painting, I accept the Tenant's claim for cleaning and sterilizing as the condition report indicates cat hair and only fair conditions on many items. I also accept the Landlord's testimony that the unit was painted except for the inside of the drawers as the drawers are not painted each time the unit is painted. I award the Tenant 4 hours of labor at \$20.00/hour in the amount of \$80.00 for cleaning and sterilizing. Further the Tenant requested to have the move in condition inspection report set aside because she believes she was coerced to signing it. I find that both parties signed the report and there is no corroborative evidence of coercion by the Landlord. The move in condition inspection report stands as completed.
2. The rent reduction issue is settled by the Landlord purchasing the Tenant's stove for \$135.00.
3. I accept the Landlord's testimony that the units come with handle locks on the patio doors and foot locks are not standard issue in the units. The foot locks in the units have been installed by tenants. Consequently, I dismiss the Tenant's claim for \$300.00 for the unit not having a foot lock on the patio door. I also acknowledge the Landlord's offer to install a foot lock on the patio door in the Tenant's unit and I order the Landlord to install the foot lock by December 15, 2018.
4. With regard to the Tenant's claim of \$120.00 for the Landlord using an incorrect deodorizer that did not clean the cat urine out of the carpet; I find the Landlord is not responsible to be a carpet cleaner, but the Landlord must hire a professional

carpet cleaner and then rely on the professional carpet cleaner to do the job. The Landlord was acting responsibly by hiring a professional carpet cleaner; therefore the Tenant has not established grounds to show negligence on the Landlord's part with regard to the deodorizer. I dismiss the Tenant's claim for \$120.00 for the use of an ineffective carpet cleaner.

5. Further the Tenant said she lost partial use of the unit for 8 months as she believes the carpet cleaning agent and cat urine was a biohazard to her. This restricted her activities in the unit. I accept the cat urine may have posed a hazard or inconvenience to the Tenant, but I do not accept that a standard carpet cleaning agent present a biohazard. Consequently, I award the Tenant \$25.00 per month for 7 months April 1, 2018 to October 31, 2018 in the amount of \$175.00 for the smell and perceived chemical affects of the remnants of cat urine in the carpet.
6. The final claim of the Tenant is her contention that it took an excessive amount of time for the Landlord to resolve the issue of the cat urine smell in the carpet. The Tenant is requesting \$100.00. I accept the Tenant's testimony and evidence that the issue was ultimately resolved by replacing the carpet on October 31, 2018, which was 7 months after the start of the tenancy. Given that the Landlord did not do any special cleaning or preparation of the unit because of the pet previously in the unit, I award the Tenant \$100.00 for the extended time for repairs and inconvenience to the Tenant.
7. The seventh issue is resolved by the carpet being replaced on October 31, 2018. The Tenant has requested leave to reapply if the cat urine smell is not resolved by the new carpet. A party can make an application at any time if they feel they have a justified claim. I would suggest that if the Tenant makes another application regarding the cat urine smell in her unit it should be accompanied by a professional HZMAT report. The cost of which is not an illegible claim in the application.

In summary I award the Tenant the following:

Labor for cleaning and sterilizing	\$ 80.00
Partial loss of use of the rental unit	\$ 175.00
Time delay to resolve issue	<u>\$ 100.00</u>
Total	<u>\$355.00</u>

Further as the Tenant was partially successful in this matter I Order the Tenant to recover the \$100.00 filing fee from the Landlord. The Tenant is ordered to reduce the December, 2018 rent by \$355.00 for damages and \$100.00 to recover the filing fee for a total of \$455.00. I order the Tenant to make a one time rent reduction of \$455.00 for the December, 2018 rent payment. The December 2018 rent payment is adjusted to \$950.00 less \$455.00 = \$495.00.

Conclusion

I Order a onetime rent reduction of the Tenant's December 2018 rent by \$455.00. The December 2018 rent is adjusted to \$495.00.

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 07, 2018

Residential Tenancy Branch