



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Kandola Ventures Inc.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNDC MNSD FF

Introduction

This hearing was convened as a result of the Landlord's Application for Dispute Resolution. The participatory hearing was held, by teleconference, on May 7, 2019. The Landlord applied for the following relief, pursuant to the *Residential Tenancy Act* (the "Act"):

- a monetary order for damage or loss under the Act;
- authorization to retain all or a portion of the Tenant's security deposit in partial satisfaction of the monetary order requested pursuant to section 38; and,
- to recover the cost of the filing fee.

The Landlord had an agent, J.F. attend the hearing on their behalf (referred to as the Landlord). The Tenant did not attend the hearing. The Landlord stated that she personally served the Tenant with her application and evidence around January 20 2019. I find the Tenant received those documents that same day.

The Landlord was provided the opportunity to present evidence orally and in written and documentary form, and to make submissions to me. I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issues to be Decided

- Is the Landlord entitled to a monetary order for damage to the unit and for damage or loss under the Act?
- Is the Landlord entitled to retain all or a portion of the Tenant's security deposit in partial satisfaction of the monetary order requested?

- Is the Landlord entitled to recover the cost of the filing fee?

Background and Evidence

During the hearing, the Landlord testified the following:

They currently hold the Tenant's security deposit of \$450.00. The Tenant moved out of the unit and did the final inspection with the Landlord on January 1, 2019. The condition inspection report was provided into evidence and was signed by both parties, as a fair representation of the condition of the rental unit.

The Landlord stated that when she did the final inspection with the Tenant, she had the windows fully open and it was not possible to smell the cat urine, which was apparent as soon as the Landlord re-entered the rental unit in the next couple of days. The Landlord stated that the Tenant was not allowed pets, but she ended up getting a cat, and breeding kittens. The Landlord stated that she saw about 4-5 kittens living in the rental unit at all times over the past couple of years. The Landlord stated that the Tenant left the unit in a state of disrepair (dirty and damaged). As such, the Landlord is requesting compensation for the following items:

Laminate Flooring - \$925.34 & \$705.00

The Landlord stated that the Tenant had a cat, any many kittens, which urinated all over the laminate flooring. The Landlord stated that at the time of the move-out inspection, it was difficult to detect because the Tenant had all the windows open. However, when the Landlord returned, the smell of cat urine was overpowering. The Landlord spent many hours trying to clean and spray the flooring with special cleaners, but was unable to rid the floor of pet urine. The Landlord stated that just prior to the Tenant moving into the rental unit, the laminate flooring was new (June 2017).

The Landlord stated that the floors had to be torn up, along with the underlayment, and replaced after the Tenant moved out because of the urine smells. The Landlord provided a copy of the receipt/invoice. The Landlord stated she had to pay \$925.34 for the materials alone.

The Landlord also stated that they hired a handyman to rip out the flooring, dispose of it, and install the new flooring materials. They paid this individual

\$25.00 per hour, and it took 25 hours total to demolish and rebuild the floors (\$625.00), plus \$80.00 for dump fees to dispose of the old flooring. In total, the Landlord is looking for \$1,630.34 for the floors, as laid out above.

Cleaning - \$150.00

The Landlord stated that the walls were covered in dirt and had countless holes all over that needed to be repaired. The Landlord stated that all of the cleaning and small fixes took 7.5 hours at a rate of \$20.00 per hour. The agent for the Landlord completed this cleaning on behalf of the Landlord.

Analysis

A party that makes an application for monetary compensation against another party has the burden to prove their claim. The burden of proof is based on the balance of probabilities. Awards for compensation are provided in sections 7 and 67 of the *Act*.

Based on all of the above, the evidence (move out inspection and invoices) and the undisputed testimony provided at the hearing, I find as follows:

Laminate Flooring - \$925.34 & \$705.00

I note the flooring was brand new before the Tenant moved in, and was so infiltrated with cat urine that it needed to be replaced, along with the underlay. I find this goes well beyond normal wear and tear. Further, the Tenant did not obtain consent from the Landlord to house multiple cats, which is why a pet damage deposit was never collected. As such I have not applied the policy guidelines surrounding what the useful life expectancy is of flooring. I find the Tenant's cat breeding caused this damage, and the Tenant is responsible for these amounts, in full.

In total, I award the Landlord \$1,630.34 for the floors, as laid out above.

Cleaning - \$150.00

I find there is sufficient evidence to show that the rental unit required cleaning and fixing. I award the Landlord this item, in full.

Section 72 of the Act gives me authority to order the repayment of a fee for an application for dispute resolution. As the Landlord was substantially successful with her application, I order the Tenant to repay the \$100.00 fee that the Landlord paid to make application for dispute resolution. Also, I authorize the Landlord to retain the security deposit to offset the other money owed.

In summary, I find the Landlord is entitled to the following monetary order:

Item	Amount
Laminate Replacement	\$1,630.34
Cleaning Services	\$150.00
PLUS: Filing Fee	\$100.00
Subtotal:	\$1,880.34
LESS: Security Deposit	\$450.00
Total Amount	\$1,430.34

Conclusion

The Landlord is granted a monetary order in the amount of **\$1,430.34**, as specified above. This order must be served on the Tenant. If the Tenant fails to comply with this order the Landlord may file the order in the Provincial Court (Small Claims) and be 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: May 8, 2019

Residential Tenancy Branch