Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDL-S, FFL

Introduction

This hearing was convened as a result of the Landlord's Application for Dispute Resolution ("Application") under the *Residential Tenancy Act* ("Act") for a monetary order of $1,999.67 for compensation for damage caused by the Tenants, their pets or guests to the unit, site or property – holding the security deposit for the claim, and to recover the cost of his filing fee.

The Tenants and the Landlord appeared at the teleconference hearing and gave affirmed testimony. I explained the hearing process to the Parties and gave them an opportunity to ask questions about the hearing process. During the hearing the Tenants and the Landlord were given the opportunity to provide their evidence orally and to respond to the testimony of the other Party. I reviewed all oral and written evidence before me that met the requirements of the Residential Tenancy Branch ("RTB") Rules of Procedure; however, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Neither Party raised any concerns regarding the service of the Application for Dispute Resolution or the documentary evidence. Both Parties said they had received the Application and/or the documentary evidence from the other Party and had reviewed it prior to the hearing; the Tenants confirmed that they had not submitted any documentary evidence to the RTB or the Landlord.

Preliminary and Procedural Matters

The Parties provided their email addresses at the outset of the hearing and confirmed their understanding that the Decision would be emailed to both Parties and any Orders sent to the appropriate Party.

Issue(s) to be Decided

- Is the Landlord entitled to a monetary order, and if so, in what amount?
- Is the Landlord entitled to recovery of the Application filing fee?

Background and Evidence

The Parties agreed that the periodic tenancy began on April 1, 2018, with a monthly rent of $1,800.00, due on the first day of each month. The Parties agreed that the Tenants paid the Landlord a security deposit of $900.00, and no pet damage deposit. The Parties agreed that the tenancy ended after the Tenants gave the Landlord four weeks' notice in writing of the end of the tenancy on March 31, 2019. The Parties agreed that the Tenants gave the Landlord their forwarding address via text message on May 19, 2019. The Landlord file an Application for dispute resolution on May 29, 2019.

The Landlord's undisputed evidence was that the rental unit was 2½ years old at the end of the tenancy. The Parties agreed that they did not do a move-in inspection of the condition of the rental unit. In the hearing, the Parties disagreed as to who was and was not available for the inspection. A condition inspection report ("CIR") was not produced at the start of the tenancy.

The Tenants said that they, "…had a difficult time getting [the Landlord] to respond to us at the end of the rental. The Landlord's photograph #32 is a text from me re trying to connect [with the Landlord]." The Tenants said that being served with the dispute resolution documents was "a pretty big surprise. We thought we had a good relationship." They suggested there should have been an independent way to resolve their issues, aside from going through arbitration.

Based on the testimony in the hearing, I find that the bulk of the Landlord's claims involved the damage he said was done to the rental unit, as a result of dog urine throughout. The Landlord's evidence was that the Tenants were strictly prohibited from having any pets in the rental unit. The Tenants' evidence was that they had discussed pets with the Landlord and that he told them that he had had a dog in the rental unit when he was using it before they moved in.

The Landlord said that his girlfriend had a dog, but that it "…never stepped foot in the bedroom. It was never in the bedroom. It was a PADS dog under training."

The Landlord submitted an Addendum to the tenancy agreement and directed my

attention to clause number 18, which states:

> 18. The Tenants agree that there will be absolutely no smoking and no pets in the premise. Any pet entered or kept in the premise, despite the ownership of the pet, the Tenants will be subject to a fine of $500. **If the Tenants smoked in the property, a fine of $500 will be applied. The Tenants are responsible for cleaning any odour, repainting the interior walls by a professional painter chosen by the Landlord, replacing any damaged floors, carpets and window blinds caused by smoke, pet(s) or any other Tenants' actions. The Landlord has the right to terminate the tenancy contract and proceed with eviction process.

In the hearing, the Tenants acknowledged that they initialed the bottom of each page of the Addendum, indicating their agreement with the terms contained therein.

A Dog in the Unit

The Landlord said that he received "numerous complaints" from neighbours who were concerned that the Tenants had a dog in the rental unit, which was not allowed by the Strata Council.

The Tenants said:

> We don't have evidence of this, but we had a conversation with [the Landlord]. [The Landlord] said he had lived in the unit previously and that he had a dog in the unit previously. There was a discussion of the no pet policy. We had my sister-in-law's dog visit, and it couldn't have caused the amount of damage claimed. It is a four-pound Chihuahua. We had this dog visit twice. When we moved in, pets were allowed, but a few months in, a bylaw was passed. We didn't have a pet. That happened when we were living there. The pet is still a pet building; you just can't bring in additional pets.

The Tenants also said that "We had puppy pads in place to prevent against [damage to the unit]."

The Tenants said their emails in the Landlord's document number 31 demonstrates that they were informed of only one barking complaint on April 30. I do not have a document 31 in evidence before me, although there are three documents entitled "pet-complain_email" with different dates, although these documents do not contain any correspondence between the Landlord and Tenants in this regard.

The document entitled: “March18_pet_complain_email” contains an email to the Landlord from a neighbour, S.O., dated March 18, 2019, who advised the Landlord that another building occupant said he heard a dog barking in the rental unit, and was wondering if the Tenants are keeping a dog in the unit. The Landlord replied saying that he had contacted the Tenants and that a visitor was briefly there with a dog. The email indicates that the Landlord “reiterated the no-dog policy” and said that the Tenant told him that it would not happen again.

A document entitled “April26_pet_complaint_letter”, contains a letter addressed to the Landlord from the Strata Manager dated April 26, 2019. This letter sets out that the Strata Council had received a complaint that the rental unit may have a dog in it. The letter also quoted Bylaws 37(a) and (b)(i) which include: “A resident or visitor must not keep or harbour any pets or animals anywhere [in the RP] apartments.” It goes on to give the Landlord an opportunity to respond to the complaint in writing and/or request a hearing at a Strata Council meeting. The letter indicates that a response must be received in writing in the office within 14 days or a fine may be levied against the Landlord’s account based on the information in hand.

The third document entitled: “April29_petcomplaint_email” contains the Landlord’s emails with the building administrator and the Strata Manager. The first email dated April 29, 2019, contained a notification letter and correspondence from the Landlord to the Strata Manager. The latter email contains the Landlord’s statement that he contacted the Tenants regarding the complaint and was told that they had a visitor with a small dog for a few hours, and that they have not brought any more pets into the building since this infraction.

In the same document, an email dated April 30, 2019, replied to the Landlord’s email, including: “The other resident complained that the dog in your unit is barking continuously and horribly for a few days. They suspect that no one help [*sic*] the poor dog. Please consider that it is not only a noise disturbance issue, but also a kind of cruelty to a dog.”

The Landlord replied to this email saying that he had talked to the Tenants about a similar complaint about a month prior and that the Tenants had told him that they would not allow a visitor to bring a dog again. The Landlord said: “They may have lied to me.” He also noted that the Tenants were vacating the rental unit that day and that he would have a new tenant in place. The Landlord ended the email by saying: “Please let me

know if you expect a fine to be levied, and I will take it out of their damage deposit. They have been warned multiple times and know better."

In the hearing, the Tenants said that they were only informed of one barking complaint. They said that there was another dog on their floor of the building and that a fine was not levied in that case.

The Landlord said that while the Tenants were moving out "…there was a dog barking non-stop. Maybe the barking was coming from [a next door unit], but no, it was determined that it was coming from [the rental unit]."

The Tenants said that the "no-pet policy" came into effect after they moved into the residential property, and that the policy does not specify what type of dog is allowed and which type is not. The Tenants said that they called the Landlord and asked for his permission to get a dog, and that the Landlord gave his approval. However, they said that when he checked with the Strata Council, they said no. "That's why we didn't have a dog."

Monetary Order Worksheet

The Landlord submitted a Monetary Order Worksheet ("MWS"), in which he set out the details of his claims for compensation for damage. The Landlord also submitted a number of photographs, receipts and other documents to support his claims.

	Receipt/Estimate From	For	Amount [incl. tax]
1	[National Home Store]	Carpet replacement	$831.67
2	[National Home Store]	Carpet measure	$63.00
3	My labour & dump fee	Carpet removal	$50.00
4	My labour	Cleaning	$250.00
5	Addendum to RTB1, term18	Pet fine	$500.00
6	My labour & supplies	Door hole repair	$75.00
7	My labour & supplies	Wall hole repair	$50.00
8	[Paint brand] & my labour	Paint (door and trim)	$100.00

9	[Paint brand] & my labour	Paint (bedroom wall)	$80.00
		Total monetary order claim	**$1,999.67**

1. CARPET REPLACEMENT: $831.67

The Landlord said that the building was new when the Tenants moved in, so the carpeting was in perfect condition. He said the residential property was built a year and a half prior to the tenancy beginning. He said that he did not use the rental unit much prior to the start of the Tenants' tenancy in April 2018, and that he never used the carpeted room as a bedroom. It is not clear how the use of the room is relevant to the amount of wear and tear that develops over time.

The Landlord said that his photograph #39 shows the condition of the carpet prior to the tenancy starting, and that it was in good shape. I looked at this photograph and it looks like a shot of a home office with clean, beige carpeting, although it is not a close-up of the carpeting nor does it show the whole carpet or room.

The Tenants said that the carpet was in the same condition when they moved out, as it was when they moved in. They pointed out that there was no move-in inspection done to establish the Landlord's claims. The Tenants said that photograph #39, "…does not fairly depict what it was like. It was not pristine when we moved in. It had regular wear and tear; it was not in pristine condition." They also said that it was fairly new when they moved in and that it still is.

The Landlord responded, saying: "The carpet was absolutely disgusting [after the tenancy]. There was no way of cleaning it. It stunk of urine and pet deodorizer. The photographs show baseboards throughout – literally – there's pee still on the baseboards, on the hardwood. I turned over the carpet; it was so heavily soiled that the underlay and carpet couldn't be kept. I replaced the carpet with the cheapest at [national home store]. It was a lower quality carpet than what I removed." The Landlord said this was the only room with carpeting in the rental unit.

The Tenants said they steam-cleaned the carpet before they left, as they thought that was standard practice. They said: "The area in the corner of photo #1: We had had a trunk from the 1950s that could have affected the wall. We had puppy pads in place to prevent against that. It couldn't have happened. It is a four-pound dog."

2. CARPET MEASURE: $63.00

The Landlord said this was a standard charge of the vender, which was set out in the invoice. The Tenants questioned why the "Ship To" address on the invoice was different from the rental unit address. The Landlord said the carpeting was shipped to the rental unit and that the address on the invoice was his home address for billing purposes. He said it was also listed in the "Ship To" field accidentally.

3. CARPET REMOVAL: $50.00

The Landlord said that he removed the carpet and underlay himself, and that he had to cut it up into pieces to be able to fit it into his car to dispose of it. He said it took him a few hours and that he thought this was a fair amount to charge for his efforts.

4. CLEANING: $250.00

The Landlord said that he did the cleaning himself. When I asked him how he calculated the amount to charge for this claim, he said that he did not have an hourly rate. He said it was based on "…the amount of cleaning I did." He said that he worked for "at least 20 hours." He said he had to clean all the walls and panels. "The urine stains on the baseboards required scrubbing."

He said: "It took three iterations to get the oven clean. It actually was etched into the porcelain." The Tenants said that they cleaned the rental unit at the end of the tenancy, but they acknowledged having forgotten to clean the stove and oven and windows.

The Landlord identified photographs 9 through 22 as demonstrating the condition of the rental unit after the tenancy ended. He said these photographs show:

- urine stains throughout the rental unit;
- scratches on the front door;
- a hole in bedroom door that he had to repair "over several days";
- state of the balcony - all the balcony tiles had to come up because he said they were covered with urine;
- general grime in the sink;
- a spot in a kitchen cabinet;

- the stove top and oven looked like it had never been cleaned.

The Tenants said:

> We had moved out a couple days early. We spent one full day cleaning and a partial day organizing. Regarding the patio, pulling up patio tiles is not something that we thought we would be expected to do as tenants. I can only assume that what was under the tiles was from our barbecue. I'm not even sure how to lift tiles.

The Tenants said they "…really doubt that it takes 20 hours to clean a one-bedroom unit, which is less than 700 square feet."

5. PET FINE: $500.00

This is a fine that the Landlord imposed on the Tenants in the tenancy agreement. He said the Addendum clearly states that there are to be no pets and no smoking in the rental unit, but that the Tenants clearly had a dog in the unit.

6. DOOR HOLE REPAIR: $75.00

The Landlord said: "It took multiple hours to repair this. I lost a month's rent on this, that I didn't bill them for. They never contacted me. I didn't know they moved out two days early. I didn't expect to hear from them again. What triggered this case was a request for a damage deposit back." He said the door repair was done over several days, requiring a patch one day, a second patch the next day. He said it would have been up in the hundreds of dollars to have a contractor fix it for him. He said he worked in construction for years, which allowed him to be able to do this type of repair work.

The Tenants acknowledged having made a hole in a door, "…which happened when we were moving out – we bumped it with a piece of furniture."

7. HOLE IN THE WALL: $50.00

The Landlord said that there was a hole in the wall behind the door and that it looked like the door punched a hole in the wall. The Landlord said he did not have a photograph of this, but the Tenants agreed that they caused this damage.

8. PAINT DOOR AND TRIM: $100.00

The Landlord submitted a receipt from a paint store that includes paint, trays, liners and other items totaling $122.93. The Landlord said he only charged $100.00 for the materials, because some are items he can use again.

9. Paint Bedroom Wall: $80.00

The Landlord said that this was necessary, because of the dog left a smear on the wall, as evidenced in photograph #1. The Tenants said that they had a trunk sitting in this position, so they did not understand how it could have been caused by the dog.

In terms of claim numbers 8 and 9 for painting, the Tenants said that they "…let [the Landlord] leave several things in the storage locker, while we were living there, which included multiple cans of paint in the storage unit." The Landlord said that he does have some paint cans in the storage locker, but that these are from different units he owns. He said the wall paint that he had was the wrong colour, as it was too light. "I had some there for a different unit I have a cross the street. I had to use my paint and fix damage, which is going to cost money."

The Landlord said that the smear on the wall noted in photograph #1 "is near the ground and the carpet is dark in that area. It was no trunk, no bed – I don't know what would have caused this other than a dog."

Analysis

Based on the documentary evidence and the testimony provided during the hearing, and on the balance of probabilities, I find the following.

At the onset of the hearing, I advised the Parties how I would be analyzing the evidence presented to me. I said that the party who applies for compensation against another party has the burden of proving their claim. Further, I advised that Policy Guideline 16 ("PG #16") sets out a four part test that an applicant must prove in establishing a monetary claim. In this case, the Landlord must prove:

1. That the Tenant violated the *Act,* regulations, or tenancy agreement;
2. That the violation caused the Landlord to incur damages or loss as a result of the violation;
3. The value of the loss; and,
4. That the Landlord did what was reasonable to minimize the damage or loss.

["Test"]

Section 32 of the Act requires tenants to make repairs for damage caused by action or neglect, of the tenants or other persons or pets the tenants permit on the property. Section 37 requires tenants to leave the rental unit undamaged; however, sections 32

and 37 also provide that reasonable wear and tear is not damage pursuant to the Act, and that a Tenant may not be held responsible for repairing or replacing items that have suffered reasonable wear and tear.

Parties must complete a CIR, as landlords need evidence to establish that any damage to the rental unit occurred as a result of the tenancy. If there is damage, a landlord may make a claim for damage, but without a CIR, a landlord may not claim against the security or pet damage deposits. However, if there is a preponderance of proof that the damage occurred during the tenancy, an arbitrator can still award compensation, even if there is no CIR.

In the case before me, I find that most of the Landlord's claims relate to damage done by a dog in the rental unit. The Tenants said that there was a dog in the unit only twice, when a relative visited them with a four-pound dog. However, I found it telling that the Tenants did not dispute that there was dog urine throughout the rental unit and scratch marks at the bottom of a door in the unit. Based on common sense and ordinary human experience, I find on a balance of probabilities that the amount of damage done to the rental unit as evidenced by the Landlord's photographs could not have resulted from a dog visiting the rental unit on two occasions. Based on all the evidence before me, including the Tenants' limited denials of having had a dog, that it is more likely than not that the Tenants broke the rule in the Addendum agreeing to refrain from having pets in the rental unit. The Tenants did not offer any explanations for the evidence of urine splatter on the baseboards and patio, other than saying that it might have been from their barbecue.

I find that I agree with the Landlord that it is difficult, if not impossible to remove dog urine from a carpet, if there is such a quantity that it soaks through to the underlay. I find it is reasonable in the circumstances that the Landlord had to remove and replace the carpeting in the rental unit.

Policy Guideline #40 ("PG #40") is a general guide for determining the useful life of building elements for determining damages. The useful life is the expected lifetime, or the acceptable period of use of an item under normal circumstances. If an 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 of the replacement.

Further, as set out in PG #16, “the purpose of compensation is to put the person who suffered the damage or loss in the same position as if the damage or loss had not occurred. It is up to the party claiming compensation to provide evidence to establish that compensation is due.”

Another consideration is whether the claim is for actual damage or normal wear and tear to the unit. Section 32 of the Act requires tenants to make repairs for damage caused by the action or neglect of the tenant, other persons the tenant permits on the property or the tenant’s pets. Section 37 requires tenants to leave the rental unit undamaged. However, sections 32 and 37 also provide that reasonable wear and tear is not damage and a tenant may not be held responsible for repairing or replacing items that have suffered reasonable wear and tear.

Carpet Replacement

In PG #40, the useful life of carpeting ten years. The evidence before me is that the carpets were a year and a half old at the start of the tenancy, so they were approximately two and half years old at the end of the tenancy and had 7½ years or 75% of their useful life left.

I find that the Landlord mitigated or minimized the damage incurred by doing a lot of the repair work, himself, so I find that his having billed $50.00 for carpet removal is not unreasonable in the circumstances.

There was no CIR to indicate the condition of the carpet at the start of the tenancy, but the Landlord said in the hearing that he only used the carpeted room for an office. The Tenants said the carpet was not in pristine condition at the start of the tenancy, but they did not deny that it had dog urine on it at the end of the tenancy that was not there at the start. I find that the Landlord could have anticipated 7½ more years of use out of the carpet, and therefore, I find that the Tenants are responsible for 75% of the cost of the new carpeting, which consists of the first three claims. I award the Landlord with 75% of the first three claims related to the carpet replacement or **$708.50**.

Cleaning

Section 37 of the Act states that tenants must leave the rental unit “reasonably clean and undamaged”.

Policy Guideline #1 helps interpret sections 32 and 37 of the Act:

> The tenant is also generally required to pay for repairs where damages are caused, either deliberately or as a result of neglect, by the tenant or his or her guest. The tenant is not responsible for reasonable wear and tear to the rental unit or site (the premises), or for cleaning to bring the premises to a higher standard than that set out in the *Residential Tenancy Act* or *Manufactured Home Park Tenancy Act* (the Legislation).
>
> Reasonable wear and tear refers to natural deterioration that occurs due to aging and other natural forces, where the tenant has used the premises in a reasonable fashion. An arbitrator may determine whether or not repairs or maintenance are required due to reasonable wear and tear or due to deliberate damage or neglect by the tenant. An arbitrator may also determine whether or not the condition of premises meets reasonable health, cleanliness and sanitary standards, which are not necessarily the standards of the arbitrator, the landlord or the tenant.
>
> [emphasis added]

I find that the Landlord's basis for charging $250.00 for cleaning was ambiguous. I agree with the Tenants that it is a significant amount to charge to clean a one bedroom/one bathroom rental unit of approximately 700 square feet. Further, I find the Landlord's claim that it took him 20 hours to clean the apartment was not based on his having kept track of the amount of time that he worked, but it was an estimate that he came up with on the spot in the hearing. I find this decreases the reliability and therefore, the reasonableness of this amount.

I find that some of the photographs of the uncleanliness of the rental unit indicates a fastidiousness in trying to bring the rental unit back to a state of a new unit; however, this is not consistent with the standard of normal wear and tear being acceptable under the Act. For example, the Landlord pointed to a photograph of a cabinet with one spot in it as demonstrating the "atrocious" condition that he said the Tenants left the unit. I agree, and the Tenants acknowledged that they left the stove unclean; however, I find it more likely than not from all the evidence before me that they made some effort to clean the rental unit at the end of their tenancy.

From my experience as an Arbitrator at the RTB, I am aware that a reasonable hourly rate for cleaning is $25.00 per hour. I also find on a balance of probabilities that it should take approximately 4 hours to clean a rental unit of this size. Accordingly, I find

that a reasonable fee for the cleaning is $100.00. I award the Landlord **$100.00** for cleaning the rental unit to a reasonable standard of cleanliness.

Pet Fine

In terms of the Landlord's $500.00 Pet Fine from the Addendum, the *Residential Tenancy Act* Regulation sets out the allowable fees that can be charged by a landlord:

> **Non-refundable fees charged by landlord**
>
> **7** (1) A landlord may charge any of the following non-refundable fees:
>
> (a) direct cost of replacing keys or other access devices;
>
> (b) direct cost of additional keys or other access devices requested by the tenant;
>
> (c) a service fee charged by a financial institution to the landlord for the return of a tenant's cheque;
>
> (d) subject to subsection (2), an administration fee of not more than $25 for the return of a tenant's cheque by a financial institution or for late payment of rent;
>
> (e) subject to subsection (2), a fee that does not exceed the greater of $15 and 3% of the monthly rent for the tenant moving between rental units within the residential property, if the tenant requested the move;
>
> (f) a move-in or move-out fee charged by a strata corporation to the landlord;
>
> (g) a fee for services or facilities requested by the tenant, if those services or facilities are not required to be provided under the tenancy agreement.
>
> (2) A landlord must not charge the fee described in paragraph (1) (d) or (e) unless the tenancy agreement provides for that fee.

In this case, the Landlord did not provide any legislative authority for imposing this fine on the Tenants via the Addendum. The Landlord may claim compensation for any damage done by the Tenants having had a pet in the rental unit; however, I find that a fine for the mere existence of the animal in the rental unit is not a recoverable ground for a claim of compensation. Accordingly, I dismiss this $500.00 claim without leave to reapply.

Door and Wall Repairs

The Tenants acknowledged that they caused holes in the door and the wall of the rental unit that went beyond normal wear and tear. As such, I find that the Landlord has established the first two steps in the Test for these claims. As the Landlord repaired the holes, himself, rather than hiring a contractor to do it, I find that he tried to minimize the damage in this regard, in keeping with the fourth step of the Test. However, the Landlord did not explain how he came to the figure of $75.00 to repair the hole in the door and $50.00 to repair the hole in the wall.

PG #40 states that the useful life of drywall and doors is 20 years for both items. As noted above, the rental unit was 2½ years old at the end of the tenancy; therefore, the Landlord could have anticipated having 17½ more years of life left in the door and drywall before it needed replacing. This also means that it had 87.5% of the useful life left, which I find equates to the Tenants' responsibility for compensation in this matter.

The Landlord said that he had to repair the door over the course of two days, which would require him to return to the rental unit for doing additional work on the door. I find it reasonable to infer that it took the Landlord two hours to repair the door and an hour to repair the hole in the wall. At a standard rate of $25.00 per hour, I award the Landlord **$50.00** for the repair of the hole in the door and **$25.00** for the repair of the hole in the wall.

Painting

PG #40 states that the useful life of interior paint is four years. The interior paint in the rental unit was 2½ years old at the end of the tenancy, so the Landlord could have anticipated not needing to paint for another 1½ years. This means that the paint had 37.5% of its useful life left. The Landlord charged the Tenants $100.00 for supplies needed to paint the door and trim, based on receipts he submitted. I find that the Tenants are responsible for 37.5% of the costs involved in this painting cost and I award the Landlord **$37.50** for this claim.

The Landlord also charged the Tenants $80.00 to repaint a wall in the bedroom, due to a stain he attributes to the dog that was in the unit without the Landlord's permission. Based on all the evidence before me overall, I find it more likely than not that the dog caused this damage and that it was reasonable for the Landlord to have to repaint the wall, as a result. I find this damage to be more than normal wear and tear.

Unlike the previous painting claim, the Landlord did not indicate how he came to the figure of $80.00 for painting the wall. However, given the amount of work involved in

preparing the wall for painting, I find it is more likely than not reasonable that it took 3½ hours to complete. At a standard rate of $25.00 per hour, this comes to $87.50. Based on the useful life of the paint in the rental unit, I find that the Tenants are responsible for 37.5% of this claim. I, therefore, award the Landlord **$32.81**.

Set Off

I have awarded the Landlord the following amounts in response to his claim for monetary compensation from the Tenants.

	For	Amount Awarded
1	Carpet replacement	$708.50
2	Cleaning	$100.00
3	Pet fine	$0.00
4	Door hole repair	$50.00
5	Wall hole repair	$25.00
6	Paint supplies (door and trim)	$37.50
7	Painting	$32.81
	Total monetary order claim	**$953.81**

I find that this claim meets the criteria under section 72(2)(b) of the Act to be offset against the Tenants' security deposit of $900.00 in partial satisfaction of the Landlord's monetary claim.

Given that the Landlord was partially successful in his claim, I also award him recovery of the $100.00 Application filing fee. Further to the set off from the security deposit, I award the Landlord with a monetary order of **$153.81** from the Tenants, pursuant to section 67 of the Act.

Conclusion

The Landlord's claim for compensation for damage or loss against the Tenants is partially successful, as I found that the Tenants were responsible for damage to the unit that was beyond normal wear and tear.

The Landlord has established a monetary claim of $953.81. The Landlord is also awarded recovery of his $100.00 Application filing fee. I authorize the Landlord to retain the Tenant's full pet damage deposit of $900.00 in partial satisfaction of the claim. The Landlord has been granted a monetary order under section 67 for the balance due by the Tenants to the Landlord in the amount of **$153.81**.

This order must be served on the Tenants by the Landlord and may be filed in the Provincial Court (Small Claims) and enforced as an order of that court.

As the Tenants were jointly and severally liable during the time they were joint Tenants, the Landlord may enforce the monetary order against one or the other or both of them.

This Decision is final and binding on the Parties, unless otherwise provided under the Act, and 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: September 16, 2019

Residential Tenancy Branch