



# Dispute Resolution Services

Residential Tenancy Branch  
Ministry of Housing and Social Development

## **DECISION**

Dispute Codes MNDC, RP, PSF, RPP, LRE, AAT, FF

### Introduction

This hearing dealt with an application by the tenants for a monetary order, an order that the landlord provide services or facilities, an order that the landlord return the tenants' property, an order suspending the landlord's right to enter the rental unit and an order permitting the tenants to access the rental unit. Both parties participated in the conference call hearing.

At the hearing the tenant confirmed that she was no longer living in the rental unit and the parties agreed that it was uninhabitable. The parties further agreed that the landlord does not have any of the tenants' possessions. As the tenancy has ended and the rental unit is uninhabitable, I consider all claims save the monetary claim to have been withdrawn.

### Issue to be Decided

Are the tenants entitled to a monetary order as claimed?

### Background and Evidence

The parties agreed that the tenants paid \$900.00 in rent for the month of August and that on August 6 a fire broke out in the early hours of the morning at the residential property and caused extensive damage to the building. The tenant testified that most of her belongings were damaged by smoke and water and testified that there was no alarm in the building. The tenant argued that had there been an alarm, she could have rescued some of her belongings. The tenant acknowledged that her security deposit had been returned to her, but that her rent for the month of August had not been returned.

The landlord testified that there was an alarm in the building which activated during the fire and that the tenant was offered accommodation in another building owned by the landlord, but this offer was refused.

### Analysis

First addressing the claim for the value of lost goods, the landlord is not the tenants' insurer. The tenants have not persuaded me that the landlord was negligent in not having alarms as there is no evidence to show that they would have been able to remove their belongings had an alarm sounded earlier. Rather, the tenants would have had to evacuate as soon as the alarm sounded, giving them less time in the rental unit. The claim for the value of their damaged belongings is dismissed.

I find that due to the fire, the tenancy was frustrated in the early morning hours of August 6 and I find that the tenants are entitled to recover the rent paid for the period from August 6-31. Although the landlord offered alternate accommodation, this does not relieve the landlord of the obligation to return rent in the event that the tenants chose not to accept their offer. I find that the tenants were paying \$29.00 per day and are entitled to receive a refund for 26 days in which they were unable to occupy the rental unit. I award the tenants \$754.00. The tenants are also entitled to recover the filing fee paid to bring their application and I award them a further \$50.00.

### Conclusion

The tenants have been awarded \$804.00. I grant the tenants a monetary order under section 67 for \$804.00. This order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

Dated: September 30, 2010

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Dispute Resolution Officer