



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes

MND, MNDC

Introduction

This was an application by the landlord for a monetary order for damages to the unit and for costs of Hydro(gas) and Electricity. The hearing was conducted in person. The landlord participated in the hearing. The tenant did not attend although served with the application and Notice of Hearing sent by registered mail on July 29, 2010. The landlord provided proof of mail registration including the tracking number for the mail.

Issue(s) to be Decided

Is the landlord entitled to a monetary order in the amount claimed?

Background and Evidence

The undisputed testimony and evidence of the landlord is that the tenancy started October 28, 2008 and ended November 30, 2009. Rent payable was \$750 per month inclusive of all utilities. At the end of the tenancy the landlord discovered that the tenant had installed a washer and drier in the rental unit without the landlord's permission or knowledge and in the process cut into the drywall in order to plumb the washing machine. The landlord states that after 13 months, the landlord finally saw the appliances being moved out of the suite. The landlord does not know when the appliances or the damage became part of the suite, but is claiming 13 months of estimated extra gas Hydro for hot water, and extra Electricity for the drier at a sum of **\$780** (\$60 per month X 13), inclusive.

The landlord provided photographs of the wall damage and plumbing work done by the tenant, as well as an invoice for **\$813.75** for repairs conducted to remediate the plumbing and the drywall for a total claim of **\$1593.75**

Analysis

I accept the landlord's testimony and documentary evidence submitted as establishing that they incurred the amounts claimed for damage and the subsequent remediation of the wall and plumbing damage and that they are entitled to compensation in the amount of **\$813.75**.

Section 7 of the Act states as follows:

Liability for not complying with this Act or a tenancy agreement

7 (1) If a landlord or tenant does not comply with this Act, the regulations or their tenancy agreement, the non-complying landlord or tenant must compensate the other for damage or loss that results.

(2) A landlord or tenant who claims compensation for damage or loss that results from the other's non-compliance with this Act, the regulations or their tenancy agreement must do whatever is reasonable to minimize the damage or loss.

When making a claim for loss under a tenancy agreement or the Act, the party making the allegations has the burden of proving their claim. Proving a claim for damages or loss requires that it be established that the damage or loss occurred, that the damage or loss was a result of a breach of the tenancy agreement or Act, verification of the actual loss or damage claimed and proof that the party took all reasonable measures to mitigate their loss. In this type of matter the burden of proof was on the landlord to substantiate their claim for extra utilities related to the unapproved installation of the washer and drier. I find the landlord did not substantiate the length of time the appliances were in the suite, or if the tenant used hot water vs. cold, or the amount of usage of the appliances; and, did not provide evidence in respect to their calculation of their estimate of \$60 per month for extra utilities. Therefore, **I dismiss** the portion of the landlord's application requesting costs for extra utilities, **without leave to reapply**.

Conclusion

I grant the landlord an order under Section 67 of the Act for the amount of **\$813.75**. If necessary, this order may be filed in the Small Claims Court and 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*.