



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Public Safety and Solicitor General

DECISION

Dispute Codes

MND, FF

Introduction

This was an application by the landlord for a monetary order. The hearing was conducted by conference call.

The landlord participated in the hearing. The tenant did not attend although served with the application and Notice of Hearing sent by registered mail. The landlord provided proof of mail registration including the tracking number for the mail. The landlord also provided evidence that the tenant received the registered mail on November 08, 2010.

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 May 05, 2007 and ended February 12, 2009. Rent payable was \$286 per month. At the end of the tenancy the landlord and tenant conducted an inspection and inspection report.

The landlord provided evidence that on February 07, 2009 the tenant, by their conduct or neglect, caused damage to the rental unit when a fire ignited inside the rental unit and caused remediation costs invoiced in the aggregate amount of \$17,433.15. The landlord provided invoices from the several restoration businesses in the course of remediating the fire damage. The landlord also provided "remarks" within a Fire Report from the Office of the Fire Commissioner respecting the fire in the rental unit – which describes that a halogen bedside lamp was "up-ended and landed on a pile of baby

clothes causing them to ignite”. The landlord is claiming the total of the restoration and remediation costs totalling **\$17,433.15**.

Analysis

I accept the landlord’s testimony and documentary evidence submitted as establishing that they incurred the amounts claimed and that on a balance of probabilities the tenant’s actions or negligence were at the root of the cause of the damage. **Section 32** of the Act and the ancillary provisions of the Regulations establishes that a tenant must repair damage to a rental unit that is caused by their conduct or neglect. As a result, I find the landlord is entitled to compensation for the costs incurred to rectify the damage of the tenant in the amount of **\$17,433.15**. The landlord is further entitled to recover the \$100 filing fee paid for their application for a total award of **\$17,533.15**.

Conclusion

I grant the landlord a monetary order under Section 67 of the Act for the amount of **\$17,533.15**. 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*.