

## **DECISION**

**Dispute Codes:** MND, MNDC, MNSD and FF

### **Introduction**

This application was brought by the landlords on November 18, 2010 seeking a Monetary Order for damage to the rental unit, damage or loss under the legislation or rental agreement, recovery of the filing fee for this proceeding and authorization to retain the security deposit in set off against the balance owed.

### **Issues to be Decided**

This application requires a decision on whether the landlords are entitled to a Monetary Order based on whether damages are proven, attributable to the tenants, the monetary claims are proven and reasonable and whether the landlord acted reasonably to minimize the losses.

### **Background, Evidence and Analysis**

This tenancy began and ended on September 28, 2010 when, shortly after noon, fire broke out in the rental unit. Rent was \$1,100 per month and the landlords hold a security deposit of \$550 which the tenants voluntarily relinquished to the landlords.

Evidence submitted by the landlords from the local fire authorities states that the fire started as a result of the tenants accidentally bumping into and turning on the stove while cardboard boxes were on top.

During the hearing, the landlords submitted photographic evidence and receipts and make claims on which I find as follows:

**Landlords' insurance deductible - \$500.** This claim is supported by documentary evidence and it is allowed in full.

**Strata corporation's deductible - \$1,000.** The landlords submitted a statement of their account from their strata corporation showing that they had been billed and paid \$1,000 in charges arising from the fire. This claim is allowed in full.

**Uninsured damages - \$2,830.46.** The landlords gave evidence that they had done upgrades to the renal unit but had not increased their insurance. As a result, they had to pay \$2,830.46 out of pocket to the restoration company. I find that the landlords partially contributed to this loss by failing in their due diligence and failure to mitigate loss as required under section 7(b) of the *Act* by keeping the insurance coverage current. Therefore, I will allow only half of this claim, \$1,415.23.

**Landlords time in restoration - \$1,000.** The landlord, a professional realtor, claims to have lost one sale due to the need among other costs for frequent attended during the restoration. I find that this claim cannot be allowed given that the landlords' involvement in the restoration was discretionary and other options would have been available to minimize the loss. In addition, at least part of this claim would fall within the realm of the normal duties of a landlord. The claim is dismissed.

**Filing Fee - \$50.** As the application has succeeded on its merits, I find that the landlords are entitled to recover the filing fee for this proceeding from the tenants.

**Security deposit - \$550.** The tenants have voluntarily relinquished the security deposit to the landlords and this amount is deducted from the award to the landlords.

Thus, I find that the tenants owe to the landlords an amount calculated as follows:

Landlords' insurance deductible	\$ 500.00
Strata corporation's deductible	1,000.00
One-half of uninsured damages	1,415.23
Filing fee	50.00
Sub total	\$2,965.23
Less retained security deposit	- 550.00
<b>TOTAL</b>	<b>\$2,415.23</b>

## **Conclusion**

The landlords' copy of this decision is accompanied by a Monetary Order for **\$2,415.23** enforceable through the Provincial Court of British Columbia for service on the tenants.

March 21, 2011