



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, FF

Introduction

A substantial amount of documentary evidence and written arguments has been submitted by the parties prior to the hearing. I have thoroughly reviewed all submissions.

I also gave the parties the opportunity to give their evidence orally and the parties were given the opportunity to ask questions of the other parties.

All testimony was taken under affirmation.

Issue(s) to be Decided

This is a request for a monetary order for \$559.84 and for recovery of the \$50.00 filing fee.

Background and Evidence

The applicants testified that:

- There was an electrical outage in the rental unit and the common area of the rental property and as a result of electrician was called.
- Electrician traced the problem to a short-circuit in a smoke detector in the respondent's rental unit, and the electrician inform them that the short-circuit was likely caused when the tenants removed or replaced the smoke detector.
- The tenants do not need to disconnect the wiring to the smoke detector to replace the backup batteries and therefore should not have done so.

- Therefore since it is their belief that since the short-circuit was caused by the tenants, the tenant should be liable for the cost of the electrician.

The applicant therefore requests a monetary order in the amount of \$259.84 plus the \$50.00 filing fee.

The respondent testified that:

- They did remove a smoke detector, to change the battery and at that time they disconnected the wiring to do so.
- They have removed the smoke detectors many times and it is a very simple task requiring only that a clip be undone and pulled apart.
- They did not force the wiring apart, and did nothing that would cause the short-circuit in the smoke detector.
- The smoke detectors in this rental unit are extremely sensitive and frequently go off for the slightest amount of steam from a shower, toast, boiling water etc..
- The problem with the sensitivity of the smoke detectors has been reported to the landlords however nothing has ever been done and as a result they have at times had to remove the smoke detectors to stop the ongoing loud noise.
- She does not believe that they should be held liable for a problem that has been caused by overly sensitive smoke detectors, nor does she believe that removing the detector caused the short-circuit.
- Further she believes that the extreme sensitivity of these smoke detectors have caused a safety concern, because now if there really was a fire they would likely just think it was another false alarm, and may not react quickly enough to escape a fire.

Analysis

It is my decision that the landlords have not met the burden of proving that the tenants caused the short-circuit in the smoke detector in their rental unit.

The electrician's invoice does state that a short-circuit in a fixture in the tenants unit caused the problem, however it does not state what caused the short-circuit.

The landlords stated that the electrician informed them that the smoke detector had been disconnected and that a live wire in the smoke detector had shorted out, however we have no direct evidence from the electrician as to the cause, and therefore this is only hearsay evidence.

Further I am not convinced that it was unreasonable for the tenants to unclip the wiring to replace the batteries, or to stop the smoke detectors from disrupting their lives due to the extreme sensitivity.

The landlord has admitted that these smoke detectors appear to be overly sensitive and have caused problems for many of the tenants in the rental property; however there is no evidence to show that the landlord has ever investigated to see if there is a more appropriate, less sensitive smoke detector that could be used which would not go off every time someone boils a pot or has a shower.

Therefore I will not allow the landlords claim for the cost of the electrician's invoice or the filing fee.

Conclusion

This application is dismissed in full without leave to reapply.

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*.

Dated: June 30, 2011.

Residential Tenancy Branch