



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNDC, FF

Introduction

This hearing dealt with an application by the landlord for a monetary order. Both parties participated in the conference call hearing.

Issue to be Decided

Is the landlord entitled to a monetary order as claimed?

Background and Evidence

The parties agreed that the tenancy began in 2006 and ended in 2010.

The landlord seeks to recover the \$255.08 cost of plumbing service performed in 2009. The landlord testified that in 2006, the drainage system in the rental unit was completely replaced. In February 2009, the tenants complained that the bathtub was not draining properly. A plumber attended and was able to resolve the drainage issue. The invoice shows that hair was the only thing removed from the drain, after which there was not a problem with drainage.

The tenants testified that the issue should be characterized as reasonable wear and tear and argued that it should be the landlord's responsibility because plumbing issues fall under emergency repairs. The tenants further testified that they had no drainage issues from 2006 – 2009 and that they had no further issues after the plumber's intervention because they began using a screen to trap hair and prevent it from going down the drain.

The landlord seeks to recover the \$431.20 cost of treating the units for bedbugs. The parties agreed that in 2010 the tenant S.S. advised that she believed she had brought bedbugs into the unit and that she had been bitten 3 times.

The tenants argued that they should not be responsible because there was never any objective evidence of bedbug activity and because the City of Vancouver *Standards of*

Maintenance Bylaw provides that in the event of an infestation, “the owner of the land must eliminate the infestation.”

The landlord seeks to recover the \$190.00 cost of painting parts of the rental unit. The landlord testified that the exterior of the unit was completely repainted and that 2 weeks after the painting was complete, she had to pay for touch-ups because the tenants had brought their bicycles into the rental unit and scratched the porch, door and interior walls.

The tenants argued that their bicycles would not fit into the existing storage area and that they were therefore forced to bring the bicycles inside. They acknowledged responsibility for scratches on the door and porch, but argued that it should be characterized as reasonable wear and tear. They testified that they believed the invoice was for the cost of repainting the entire porch and door and that the indication on the invoice that it included “touch up walls” may have referred to exterior walls, which were not damaged. The landlord testified that the only walls which were touched up were interior walls.

Analysis

Because the drainage system had been replaced immediately prior to the tenancy, it is clear that the hair clogging the drain in the bathtub came from the tenants or their guests. Although the tenants claim that this should be characterized as reasonable wear and tear, I disagree. The tenants had an obligation to prevent blockage of drainage pipes and while they may have been unaware that it was occurring, this does not relieve them of liability for the cost of the repair. While plumbing issues which are not the fault of the tenant are the responsibility of the landlord, I find that because the tenants caused the blockage, they must be held liable for the cost of removing the blockage. I award the landlord \$255.08.

It is unnecessary for me to determine whether there were actually bedbugs in the rental unit. I find that the tenant reported to the landlord that there were bedbugs, which obligated the landlord to act quickly. The landlord would not have treated the unit had the tenants not reported bedbug activity. Although the City’s *Standards of Maintenance Bylaw* states that owners must eradicate pests in a city residence, it does not provide that owners cannot seek compensation from those who brought the pests to the residence. I find that the tenants are responsible for the cost of treating the unit for bedbugs and I award the landlord \$431.20.

I find that the tenants must also be held responsible for the cost of touching up the paint on the newly painted porch, door and walls. I find that multiple scratches on newly

painted surfaces cannot be characterized as reasonable wear and tear. I accept the landlord's testimony that the touch-ups occurred only on those areas damaged by the bicycles. The tenants assumed a risk when bringing into the unit vehicles designed to be used outdoors and I find they must bear the cost of repairing any damage. I award the landlord \$190.00.

I find that the landlord should recover the \$50.00 filing fee paid to bring her application and I award her that sum.

Conclusion

The landlord is awarded \$926.28 and I grant the landlord an order under section 67 for this sum. This order may be filed in the Small Claims Division of the Provincial 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*.

Dated: September 30, 2011

Residential Tenancy Branch