



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC, MNSD, FF

Introduction

This hearing was convened in response to an application filed by the landlord seeking a monetary Order for damages, an Order to be allowed to retain the security deposit and to recover the filing fee paid for this application.

Both parties appeared and gave evidence under oath.

Issue(s) to be Decided

Is the landlord entitled to the Orders sought?

Background and Evidence

This tenancy began on August 1, 2008 and ended on August 31, 2011. On or about August 15, 2011 the tenant reported that her hot water tank was leaking. The landlord had a plumber attend on August 16 who advised that the tank had to be replaced. The landlord was unable to give authority to go ahead and replace the tank immediately because it was necessary to give all residents 24 hours notice that the water would be shut off during the installation of this tenant's hot water tank. Further, as it was the weekend the plumbing company was not working.

The landlord says the plumber was going to return on Monday to perform the replacement but the tenant refused. At the hearing the tenant testified that she had to work and she did not want a stranger in her suite when she was not there. However, before arrangements for an installation date could be worked out with the tenant the tank "blew" causing a flood in the rental unit. The plumber had to make an "after hours" call to install the new tank and this caused extra expense. The landlord says they realize they are responsible for paying to replace the tank however they believe the damage would not have been caused had the tenant allowed the plumber into the rental unit to install the new tank earlier. The landlord seeks the following:

Plumbing Services (including overtime charges) to replace tank	\$210.00
--	----------

Maintenance charges to clean water damage	69.56
Classic Carpet Care for carpet cleaning	262.50
Total	\$712.03

The tenant says she did not clean the carpets because she was told not to do so because they would be replaced.

Analysis

I am satisfied that in not allowing the plumber into the rental unit to replace the hot water tank the tenant facilitated damages to the rental unit which might not have occurred. I therefore find that the tenant is responsible for the “after hours” call out to replace the hot water tank and the damages associated with cleaning after the tank “blew”. I will allow the landlord’s claim in the sum of \$448.56.

With respect to the receipt from Classic Carpet Care in the sum of \$262.50, I note that these charges were for suites 3 and 4. As I cannot determine which charge is for which suite, I will not allow the landlord any sum in this regard.

As the landlord has been mostly successful in their claim I will allow the landlord to recover \$50.00 for the costs of this application.

The landlord holds security and pet deposits totalling \$650.00 paid on July 29, 2008 and accruing \$4.16 in interest for a total of \$654.16. I will allow the landlord to deduct \$498.56 from that sum and return to the tenant \$155.60 forthwith.

Conclusion

The tenant is provided with an Order in the above terms and the landlord must be served with a copy of this Order as soon as possible. Should the landlord fail to comply with this Order, 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: December 01, 2011.

Residential Tenancy Branch