



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC, FF

Introduction

Some 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 \$2967.09 and a request for recovery of the \$50.00 filing fee.

Background and Evidence

The applicant testified that:

- During her absence from Vancouver from August 30, 2011 to November 19, 2011, a water pipe burst at the rental unit.
- The landlords did not notify her, or her house sitter, of the burst water pipe and the fact that some storage units had flooded. No notification came by mail nor was anything slipped under the apartment door.
- She had given the building manager her contact information before she left.
- When she became aware of the flood after her return it was too late as her belongings had been destroyed by water and mildew.
- She asked for compensation from the landlords however they told her it was too late and she would have to file a claim with her own insurance company.
- She did file a claim with her own company; however she had to pay \$1000.00 deductible, and was also only paid depreciated value and not the actual value of the destroyed items.

The applicant is therefore requesting an order as follows:

Replacement cost of damaged items	\$5,360.60
Less amount paid by insurance company	-\$2433.51
Plus loss of claim free discount	\$40.00
Total claim	\$2967.09

The respondent testified that:

- When the flood occurred they posted notification on the bulletin board aside the mailboxes and in other common areas.
- They did not mail of notification or put notification under the tenants doors because that is usually only done when they need access to the tenant's suite.
- The building manager to whom the applicant had given her contact information had been fired, and they did not have the applicants contact information.
- In December 2011 when the applicant did inform them that her unit was affected, they called in the restoration company right away to dry out her belongings at a cost of \$500.00.
- Because the tenant did not inform them in a timely manner that her unit had been affected, they told her she should file a claim through her own insurance.
- They also informed the tenant that they were willing to pay 50% of her deductible.

Analysis

It is my finding that the landlords did not take reasonable steps to mitigate the losses suffered by the tenant.

I agree with the tenant, that each tenant in the building should have been notified personally of the flood, either by mail, or by notification on or under each door.

I do not find it reasonable to expect that the tenants will notice a notification posted on the bulletin board or in another common area, especially when it's something as important as this.

Therefore I will allow a portion of the tenants claim.

The portion I will allow is the \$1000.00 insurance deductible that the tenant paid, and the loss of the claim free discount resulting in a charge of \$40.00.

I also order recovery of the tenant's \$50.00 filing fee.

I will not allow anything further because although the replacement value for the items may have been \$5,360.60, depreciation must be taken into account, and the depreciated value was assessed at \$3433.51, and the tenant was paid the full depreciated value less her \$1000.00 insurance deductible.

Conclusion

I have issued an order for the respondents to pay \$1090.00 to the applicant.

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: April 04, 2012.

Residential Tenancy Branch