



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR, MND, MNDC, MNSD, FF

Introduction

This matter dealt with an application by the Landlords for a Monetary Order for unpaid rent, for compensation for repair expenses, to recover the filing fee for this proceeding and to keep the Tenant's security deposit in partial payment of those amounts.

The Landlords served the Tenant with the Application and Notice of Hearing (the "hearing package") by registered mail on August 14, 2012. According the Canada Post online tracking system, the Tenant received this mail on August 15, 2012. Based on the evidence of the Landlords, I find that the Tenant was served with the Landlords' hearing package as required by s. 89 of the Act and the hearing proceeded in the Tenant's absence.

Issue(s) to be Decided

1. Are there rent arrears and if so, how much?
2. Are the Landlords entitled to compensation for repair expenses?
3. Are the Landlords entitled to keep the Tenant's security deposit?

Background and Evidence

This tenancy started on March 1, 2012. The Landlords said the Tenant vacated the rental unit on August 16, 2012 however he did not return the keys to the rental unit until August 31, 2012. Rent was \$585.00 per month (which included \$26.00 for cable) payable in advance on the 1st day of each month. The Tenant paid a security deposit of \$200.00 at the beginning of the tenancy.

The Landlords claim that the Tenant did not pay rent for the month of August 2012. The Landlords also claim that on May 27, 2012, the Tenant caused water damage to the rental unit and two suites below the rental unit when he left the bath tub tap running so that it overflowed the bathtub. The Landlords said they incurred expenses of \$126.15 to replace two smoke alarms and \$180.00 for labour to clean up the water and make other repairs caused by water damage.

Analysis

Section 32 of the Act says that a Tenant is responsible for damages caused by his act or neglect or the act or neglect of a person he or she permits on the rental property but is not responsible for wear and tear. RTB Policy Guideline #1 defines reasonable wear and tear as “*natural deterioration that occurs due to aging and other natural forces, where the Tenant has used the premises in a reasonable fashion.*”

In the absence of any evidence from the Tenant to the contrary, I find that the Landlords are entitled to recover unpaid rent for August 2012 in the amount of \$585.00. In the absence of any evidence from the Tenant to the contrary, I also find that the Tenant was responsible for flooding the rental unit on May 27, 2012 and for the related water damage to two suites immediately below the rental unit due to his neglect to ensure the bathtub did not overflow with water. Consequently, I find that the Landlords are entitled to recover repair expenses in the total amount of \$306.15.

I also find that the Landlords are entitled pursuant to s. 72 of the Act to recover from the Tenant the \$50.00 filing fee that was paid for this proceeding. Consequently, I find that the Landlords are entitled to a total monetary award of \$941.15. I Order the Landlords pursuant to s. 38(4) of the Act to keep the Tenant's security deposit of \$200.00 in partial payment of the monetary award. The Landlords will receive a Monetary Order for the balance owing of \$741.15.

Conclusion

A Monetary Order in the amount of \$741.15 has been issued to the Landlords and a copy of it must be served on the Tenant. If the amount is not paid by the Tenant, the Order may be filed in the Provincial (Small Claims) Court of British Columbia 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: October 25, 2012.

Residential Tenancy Branch