



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNDC, ERP, RP, FF

### Introduction

This hearing was convened in response to an application filed by the tenant seeking to have the landlord make repairs, emergency repairs and seeking a monetary award in the sum of \$1,094.62 and recovery of the filing fee paid for this application.

Both parties appeared at the hearing of this matter and gave evidence under oath.

### Issue(s) to be Decided

Has the tenant met the burden of proving his claims?

### Background and Evidence

The tenant submits that two leaks originated in the suite above which resulted in damage to the tenant's personal property and damage to the carpet in the rental unit. The tenant claims \$895.10 for a new iPad purchased from the Apple Store and \$149.52 paid to Houle Electric Limited. The tenant submitted invoices for both items and on the invoice from Houle it states "Check 2 spot lights in kitchen for water damage both lights are fine – no damage from leak". The tenant says he is seeking recovery of these sums from the landlord because the repairs are being covered by the insurance company of the person in the suite above and the tenant says he has been advised that he cannot go after the person or his insurance company and the landlord must do this.

The landlord submits that the leak was very small and the area was inspected and there was no damage to repair so the landlord is not making a claim against the person in the suite above. The landlord says if there was some damage to the tenant's personal property such as his iPad he must claim that under his own insurance.

The tenant responded that his insurance company told him he cannot claim this damage on his own insurance. The tenant also said that if he did make a claim that his deductible is \$500.00 and his insurance rates will go up.

### Analysis

The tenant has requested that the landlord make repairs and make emergency repairs. The landlord says the rental unit has been inspected, no repairs are required and no claim will be made against the insurance policy of the person living above where the small leak occurred. That no damages existed is consistent with the tenant's own evidence from Houle Electric who he hired to attend to inspect the kitchen pot lights for damages finding that "...both lights are fine – no damage from leak". Further, it seems improbable that if the landlord's rental unit did suffer damage which would be covered under another's insurance policy that the landlord would not pursue such a claim. The landlord has testified that no claim is being made because there are no damages. I find that the tenant has failed to show that repairs of any sort are required and I dismiss his claim seeking an Order that the landlord make repairs.

With respect to the tenants claim for costs for the electrician and to replace the iPad, I find that the tenant has failed in his burden of proving that the landlord should be held responsible for these sums. The tenant has failed to prove that the landlord told him to call the electrician and, from the electrician's report as stated in the invoice his attendance was unnecessary. I also find that the tenant has failed to show that the landlord damaged the tenant's iPad or that the landlord failed to do something which resulted in the tenant's iPad being damaged. This claim is dismissed as well.

As the tenant has failed in his claims his claim for recovery of the filing fee is also dismissed.

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: January 15, 2013

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Residential Tenancy Branch

