



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Northern Property  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MNDC, FF

### Introduction

Some documentary evidence and written arguments have 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 in the amount of \$1480.20 and a request for recovery of the \$50.00 filing fee.

The applicant had submitted a request for an amendment increasing the total to \$2109.64, however the landlord was never served with a copy of the amendment. I offered to adjourn the hearing to allow time for the landlord to be served with the amended copy; however the applicant stated she would prefer to abandon the amended amounts and proceed today with just the original amount.

### Background and Evidence

There was a flood in the rental unit in late December 2012 that resulted in the need for significant repairs to the rental unit.

The landlord stated that she does not dispute the following portions of this claim:

Return of one half months rent	\$391.12
Excess Hydro costs for December 2012 in January 2013	\$52.18

Storage costs	\$95.00
Total	\$538.30

The remainder of the dispute is dealt with below:

The tenant testified that:

- She had to purchase 24 storage bins to place her belongings in so they could be moved out of the rental unit to allow repairs needed as a result of the flood, and she believes the landlord should pay her the \$241.90 cost of those storage bins.
- She also had to spend 20 hours cleaning up and moving her belongings out of the rental unit as a result of the flood, and she wishes to be reimbursed for her time at \$35 an hour.

Landlord testified that:

- She believes that the cost for the bins is excessive, and questions whether or not the tenant couldn't have rented bins.
- She also feels the cost for cleaning the rental unit is excessive, however they would be willing to offer \$300.00.

### Analysis

The landlord is not disputing a large portion of the claim, and therefore I will allow the portion that is undisputed.

I will not allow the tenants claim for the purchase of bins, because landlord cannot be held liable for a loss that results from an incident that could not be foreseen, such as a flood. Therefore unless landlord agrees to reimburse the tenant for these costs, these are costs the tenant or the tenants insurance must bear.

I will only allow the \$300.00 that the landlord has agreed to reimburse the tenant for cleaning and removal of her belongings, because the need for cleaning and removing belongings was a result of an unforeseeable event, and not the result of any negligence on the part of the landlords.

I will allow recovery of the \$50.00 filing fee, as the tenant has established a large portion of her claim.

Therefore the total amount I have allowed is as follows:

Return of one half months rent	\$391.12
Excess Hydro costs	\$52.18
Storage costs	\$95.00
Cleaning and moving costs	\$300.00
Filing fee	\$50.00
Total	\$888.30

Conclusion

I have issued an order for the respondent to pay \$888.30 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 03, 2013

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Residential Tenancy Branch

