



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Gramacy Enterprises Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNDC, OLC and FF

Introduction

This hearing was convened on an application by the tenant seeking a monetary award for loss or damage under the legislation or rental agreement, an order that the landlord comply, and recovery of the filing fee for this proceeding. The claim arises from an overflow from the tenant's kitchen drain which filled lower cabinets covered parts of the floor in the rental unit.

Issue(s) to be Decided

Is the tenants entitled to a monetary compensation and if so, in what amount?

Background and Evidence

This tenancy began on October 1, 2012. Rent is \$1,330 per month and the landlord holds security and pet damage deposits of \$665 each paid at the beginning of the tenancy.

During the hearing, the tenant stated that the kitchen sink drains had backed around 2 a.m. on October 29, 2012 resulting in an overflow of debris filled grey water into the cabinet cupboards and on some of the floors.

Later in the day, the building managers attended with a wet vacuum to assist with cleaning up which the tenant stated was very helpful. The tenant provided documentary evidence in support of her claim that she lost a day's work because of the need to stay home and clean.

While it had not been submitted into evidence, the parties concurred that the rental agreement required that the tenant obtain contents' insurance to cover losses from such events as flooding. As the tenant had not bought such insurance, her right to claim for losses to property is limited.

In addition, the tenant has claimed for the cost of postage and travel to the Residential Tenancy Branch. There is no provision for reimbursement under the Act to accommodate claims for hearing preparation costs.

On the balance of the tenant's claims, I find as follows:

Analysis

Lost wages - \$168. I find that by staying home from work to clean the rental unit, the tenant was acting to minimize her losses as required under section 7 of the Act. Therefore, I find this claim should be allowed in full.

Kodak camera - \$200. This item was in a drawer by the sink and was ruined by the water intrusion. The tenant stated that she had paid \$280 for it in 2001. I find on the balance of probabilities that the tenant will be able to find an equal or better replacement on the used market for \$100 and award that amount.

General cleaning costs - \$114. This claim includes cleaning materials, extra loads of laundry, hydro, towels, soap, etc. After determining that some of the claims may be for partially used materials and estimates, I reduce the award on this claim to \$15.

Ruined items in kitchen drawer - \$66. This claim for the loss of miscellaneous items in the kitchen drawer such as salt, Ziploc bag, wrap, face cream, etc. I award \$15 on this claim.

Jacket and coat - \$700. As these are items of a value that should have been covered by contents insurance, and as I have no documentary proof of their value, this claim is dismissed.

Filing fee - \$50. As the application has succeeded on its merits, I find that the tenant is entitled to recover the filing fee for this proceeding from the landlord.

Thus, I find that the tenant is entitled to a monetary award calculated as follows:

Lost wages	\$168.00
Kodak camera	100.00
General cleaning costs	30.00
Ruined items in kitchen drawer	15.00
Filing fee	50.00
TOTAL	\$363.00

Conclusion

As authorized under section 72 of the *Act*, having found that the landlord owes the tenant **\$363.00**, I hereby order that the tenant may withhold that amount owed from her next rent payment.

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: May 21, 2013

Residential Tenancy Branch

