



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

**Dispute Codes**     *MND, MNSD, FF*

### **Introduction**

This hearing dealt with an application by the landlord pursuant to the *Residential Tenancy Act*. The landlord applied for a monetary order for the deductible of an insurance claim, for the replacement of a fob and a fire sprinkler and for the filing fee. The landlord also applied to retain the security deposit in satisfaction of the claim. Both parties attended the hearing and were given full opportunity to present evidence and make submissions.

### **Issue(s) to be Decided**

Is the landlord entitled to a monetary order? Is the landlord entitled to retain all or a part of the security deposit?

### **Background and Evidence**

The tenancy started on February 01, 2013. The monthly rent was \$875.00 payable on the first of each month and the tenant paid a security deposit of \$437.50. The rental unit is located in an apartment building.

The tenant stated that on June 17, 2013, she was using the laundry machines located inside a closet in the apartment. She stated that as she was in the process of transferring her laundry into the dryer, a stream of water hit her in the face. She noticed that the water was coming out of the ceiling from a sprinkler.

The water caused extensive damage to the rental unit, other units and to some common areas. The restoration work started and at the time of the hearing was still in progress.

The tenant could not occupy the rental unit while the restoration work was ongoing and eventually ended the tenancy effective August 31, 2013. The tenant agreed that she did not return the fob and agreed to cover the landlord's claim of \$30.00.

The landlord stated that when damage of this nature occurs, the insurance of the strata covers the restoration work, but since it originated from the rental unit without a fire, the landlord was liable for the deductible of \$10,000.00. The landlord has his own insurance which only covered \$5,000.00 with a deductible of \$500.00. The landlord is claiming both deductibles but stated that he has not yet paid these amounts.

The landlord stated that he made this application on September 13, 2013 to meet the 15 day deadline pursuant to section 38 of the *Residential Tenancy Act* that regulates the return of the security deposit. At the time the landlord made the application he did not have evidence to support his monetary claim and at the time of the hearing, the work was still in progress and therefore the landlord had not yet been billed for the costs that he is claiming.

### **Analysis**

Since the restoration work is still in progress, the landlord did not have all the evidence required to support his monetary claim. Therefore his claim for the cost of the sprinkler and the insurance deductibles is dismissed with leave to reapply.

The tenant agreed to cover the cost of the missing fob and therefore I award the landlord his claim of \$30.00. The landlord has proven a portion of his claim and therefore I award him the recovery of the filing fee of \$50.00. I order the landlord to retain \$80.00 from the security deposit.

### **Conclusion**

The landlord's claim for the cost of the sprinkler and the insurance deductibles is dismissed with leave to reapply. The landlord may retain \$80.00 from the security deposit.

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: November 07, 2013

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Residential Tenancy Branch

