



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNDC, MNSD, FF

Introduction

This hearing dealt with an application by the landlord for a monetary order and an order authorizing her to retain the security deposit and a cross-application by the tenant for an order for the return of double her security deposit. Both parties participated in the conference call hearing.

Issues to be Decided

Is the landlord entitled to a monetary order as claimed?
Is the tenant entitled to the return of double her security deposit?

Background and Evidence

The facts are not in dispute. The tenancy began on November 15, 2012 and ended on November 14, 2013. The rental unit is in a multi-floor building. On July 12, a dog who was left in the rental unit turned on a sink and caused a flood which leaked to a lower floor and ultimately caused more than \$22,000.00 in damage. The strata corporation filed an insurance claim and charged the landlord their \$5,000.00 insurance deductible. The landlord seeks to recover that money from the tenant.

The tenant seeks the return of double her security deposit as the deposit was not returned within 15 days of the end of the tenancy.

Analysis

First addressing the tenant's claim, the Act provides that the tenant is only entitled to double the security deposit if the landlord fails to return the deposit or make a claim within 15 days of the end of the tenancy. In this case, the landlord filed their claim before the tenancy ended. I find that the tenant is not entitled to double her security deposit and I dismiss her claim.

Turning to the landlord's claim, there is no dispute that the damage was caused by the dog in the rental unit. As the tenant is responsible for the actions of people or animals she permits to be in the unit, I find that she is responsible for the damage resulting from the dog's actions.

The tenant argued that the landlord should have had homeowner's insurance which would have covered the deductible and that she should be held responsible for no more than the amount of what the homeowner's insurance deductible would have been.

While it would have been prudent for the landlord to have homeowner's insurance, particularly as this was required by the strata bylaws, the fact remains that the landlord did not have such insurance and therefore that contribution was unavailable to her. Further, even if the landlord had insurance which had paid part of the strata corporation's deductible, it is very likely that the insurance company would advance a subrogated claim against the tenant to recover that money as she is the party who bears the liability for the damage.

For these reasons I find that the landlord is entitled to recover the entire \$5,000.00 deductible from the tenant. As the landlord has been successful in her claim, I find that she is also entitled to recover the \$50.00 filing fee paid to bring her application and I award her a total of \$5,050.00. I grant her a monetary order under section 67 for that amount. This order may be filed in the Small Claims Division of the Provincial Court for enforcement.

Conclusion

The tenant's claim is 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: February 06, 2014

Residential Tenancy Branch

