



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC

Introduction

This matter dealt with an application by the Tenant for a Monetary Order loss or damage under the Act, regulations or tenancy agreement.

The Tenant said she served the Landlord with the Application and Notice of Hearing (the “hearing package”) by personal delivery in the first week of December, 2013. Based on the evidence of the Tenant, I find that the Landlord was served with the Tenant’s hearing package as required by s. 89 of the Act and the hearing proceeded both parties in attendance.

Issues(s) to be Decided

1. Are there losses or damages and is the Tenant entitled to compensation?

Background and Evidence

This tenancy started on July 1, 2013 as a fixed term tenancy with an expiry date of June 30, 2016. Rent was \$600.00 per month payable in advance of the 1st day of each month. The Tenant paid a security deposit of \$300.00 during the tenancy and a pet deposit of \$200.00 during the tenancy. The Tenant she moved out of the rental unit on January 19, 2014 as a result of a 1 Month Notice to End Tenancy for Cause dated December 3, 2013.

The Tenant said there was a flood in the rental unit beside her unit which resulted in the basement of her unit being flooded. The Tenant continued to say the flood was because the Landlord did not repair a washing machine correctly and as a result the washer over flowed and caused flooding in her unit as well as the unit beside her. The Tenant indicated there were four places in the Landlord’s evidence that the Landlord said the Landlord had not replaced a part in the washing machine when he fixed it. The Tenant said the Landlord did not repair the washing machine correctly. The Tenant continued to say that as a result of the flood she lost a suede jacket that was about 1.5 years old and was worth \$230.00, a pair of winter boots that were about a year old and were worth \$30.00 and she had an increased hydro bill because of addition hydro costs

to run fans in the basement and for the tenant in the other unit, who is her daughter, to use her washing machine. The Tenant said she is claiming a total of \$270.00 for her damaged items and for the increase in hydro costs.

On questioning the Tenant said she has not submitted any evidence as to the items that were damaged or the cost of the items as she thought the Landlords would reimburse her, but the Landlords have not covered her losses. As well the Tenant did not submit comparative Hydro bills to prove her costs actually went up by \$10.00.

The Tenant called a witness D.M. who confirmed the flood in both units was a result of the washing machine malfunctioning.

The Landlord said that he repaired the washing machine himself on October 4, 2014 by removing a sock from the discharge dump. The Landlord said the washer was working fine when he left the rental unit. The Landlord continued to say that they were called again to repair the washer on October 8, 2013. The Landlord said he believes the problem with the washer was that it was overloaded which caused the washer to go out of balance resulting in the washer not draining properly. The Landlord continued to say he cleaned the basement and did approximately 20 loads of laundry for the tenants of both units. The Landlord said he did not believe the washer was faulty, but he did remove the old washer and replace it with a new washing machine.

Analysis

From the testimony and evidence of both parties it is obvious that there was a flood in the rental units caused by the washing machine. It is less obvious as to the cause of the washers malfunction. The Tenant said it is the Landlord's issue as he did not repair the unit correctly and the Landlord said the flood resulted from improper use of the washing machine. As the laundry is included in the tenancy agreement it is the Landlords responsibility to maintain the machines and to use qualified personal to repair any malfunctions. Therefore I find the Landlord is responsible for the flood issue in the rental units.

For a monetary claim for damage or loss to be successful an applicant must prove a loss actually exists, prove the loss happened solely because of the actions of the respondent in violation to the Act, the applicant must verify the loss with receipts and the applicant must show how they mitigated or minimized the loss.

As the Tenant has not provided any corroborating evidence of the items damaged or their value I find the Tenant has not proven an actual loss and the Tenant has not verified the loss with any evidence. It is not enough just to say you had damage or a loss to be successful in a monetary claim. The burden of proving a claim is the responsibility of the applicant and if it is just the applicant's word with no supporting evidence the claim will not be successful. Consequently I find the Tenant has not met

the burden of proving her claim and I dismiss without leave to reapply the Tenant's application for damaged items because of the flood due to lack of proof.

Conclusion

The Tenant's application is dismissed without leave to reapply.

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: March 26, 2014

Residential Tenancy Branch

