



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNDC FF

### Introduction

This hearing dealt with the landlord's claim for monetary compensation for damage or loss under the Act, regulation or tenancy agreement. The landlord and an agent for the tenant participated in the teleconference hearing.

At the outset of the hearing, each party confirmed that they had received the other party's evidence. Neither party raised any issues regarding service of the application or the evidence. Both parties were given full opportunity to give testimony and present their evidence. I have reviewed all testimony and other evidence. However, in this decision I only describe the evidence relevant to the issues and findings in this matter.

### Issue(s) to be Decided

Is the landlord entitled to monetary compensation as claimed?

### Background and Evidence

The tenancy began in May 2013. The rental unit is a basement suite in the landlord's house. The landlord did not submit a copy of the tenancy agreement, but both parties agreed that utilities are included in the rent.

### *Landlord's Claim*

The landlord has claimed monetary compensation of \$1300 for an unusually high water bill. The landlord submitted that the high water bill resulted when the water ran constantly in the tenant's toilet for over one month.

The landlord stated that he obtained the tenant's permission to enter the rental unit on December 2, 2013, so that he could flip the breaker for a blown fuse. The landlord

stated that when the tenant gave the landlord permission to enter, she asked the landlord to have a look at her bathroom sink. The landlord stated that when he was in the tenant's bathroom, he discovered that the water was running in the toilet. He found that the lever arm was broken, and he repaired it the next day.

The landlord stated that he asked the tenant how long the water had been running and she replied that it had been running for over a month. The landlord asked the tenant why she had not reported the problem to him, and the tenant stated that she did not think there was anything wrong with the toilet, because it still flushed.

The landlord stated that he received a call from the City because his water usage was extremely high. The landlord's evidence was that his normal usage was 15 to 20 units, but in the time period that the water in the tenant's toilet was running the usage was 438 units. The landlord stated that the City checked and confirmed that there was no leak in the line. The landlord stated that the usage returned to its normal level once the toilet was fixed.

The landlord acknowledged that there had been previous problems with the toilet in the rental unit and that he had done the repairs, but on those occasions the problem was once due to the hot water tank and once due to a different part in the toilet that required repair.

### *Tenant's Response*

The tenant submitted that she should not be held responsible for the water bill. The tenant stated that she had no idea that the water was continuously running or that it would result in a large water bill. The tenant submitted that the landlord ought to have used a professional to fix the toilet properly the first two times.

The tenant's evidence was that within a couple of months of living in the unit, the toilet was not flushing properly, and the landlord fixed it with a safety pin inside the tank. A few months after that the toilet was not flushing properly again, and the tenant noticed that the safety pin had rusted and fallen off. The tenant stated that the landlord fixed the toilet with another safety pin.

The tenant stated that she noticed a weird sound coming from the toilet, but because it was still able to flush, she did not know the water was running.

### Analysis

I find that the landlord has failed to establish that the tenant is responsible for the water bill. There is no requirement under the Act or regulation for a tenant to report any problem in their rental unit. The landlord did not provide a copy of the tenancy agreement, so I cannot determine if there was a clause in the agreement requiring the tenant to immediately report problems, or whether such a clause was enforceable.

Additionally, I accept the tenant's evidence that she did not know that there was a problem with the toilet or that it would cause the landlord to suffer a monetary loss. The landlord, however, was aware that there had been previous problems with the functioning of the toilet, and it may have been prudent for him to do follow-up inspections.

As the landlord's application was not successful, he is not entitled to recovery of the filing fee for the cost of his application.

### Conclusion

The landlord's application 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: May 9, 2014

---

Residential Tenancy Branch

