



# Dispute Resolution Services

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Muks Kum Ol Housing Society  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      OPR OPB MND MNR MNSD MNDC FF

### Introduction

This hearing dealt with an application by the landlord for an order of possession, a monetary order and an order to retain the security deposit in partial satisfaction of the claim.

The landlord participated in the teleconference hearing, but the tenant did not call into the hearing. The landlord submitted evidence that they served the tenant with the application for dispute resolution and notice of hearing by registered mail sent on April 17, 2014. Section 90 of the Act states that a document is deemed to have been served five days after mailing. I found that the tenant was deemed served with notice of the hearing on April 22, 2014, and I proceeded with the hearing in the absence of the tenant.

The landlord stated that the tenant vacated the rental unit in early May 2014. Accordingly, I dismissed the portions of the landlord's application regarding an order of possession.

### Issue(s) to be Decided

Is the landlord entitled to monetary compensation as claimed?

### Background and Evidence

The tenancy began on October 1, 2009. Rent in the amount of \$558 was payable in advance on the first day of each month. At the outset of the tenancy, the landlord collected a security deposit from the tenant in the amount of \$254.

The landlord stated that the tenant failed to pay rent for February, March or April 2014, and they have claimed \$1674 in unpaid rent and lost revenue for those months.

The landlord also stated that they had been having issues with the septic pump, and they sent out continuous notices to all tenants advising them what should not be flushed down the toilet. The landlord stated that a plumber attended to unblock pipes and determined that baby wipes flushed by the tenant were causing the blockage. The plumber's invoice does not specifically identify the tenant's rental unit.

The landlord has claimed \$2782.50 for the invoice issued for that work, and \$3,743.25 for further sewage damage remediation, as per a quote from the plumber. The landlord confirmed that the remediation work has not yet been done.

### Analysis

Based on the tenancy agreement and the landlord's testimony, I find that the landlord is entitled to unpaid rent and lost revenue in the amount of \$1674.

I am not satisfied with the landlord's claim for plumbing costs. The landlord has not provided sufficient evidence to establish that the tenant was responsible, or solely responsible, for the pipe blockage and resulting damage. The plumbing invoice does not specifically identify the rental unit or provide a clear statement that the baby wipes removed from the site caused some or all of the damage. The landlord did not submit further evidence, such as photographs or a detailed description, to establish the extent of the damage.

The landlord has not yet incurred the further remediation costs; however, as the landlord failed to establish the tenant's responsibility for the damage, the landlord would not have been entitled to the further amount claimed even if the work had been completed. I therefore dismiss these portions of the landlord's application.

As the landlord's application was partially successful, I grant the landlord recovery of the \$50 filing fee for the cost of this application.

### Conclusion

The landlord is entitled to \$1724. I order that the landlord retain the security deposit of \$254 in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$1470. This order may be filed in the Small Claims Court and enforced as an order of that Court.

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: June 6, 2014

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Residential Tenancy Branch