



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Cornerstone Properties Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes: MND; MNSD; FF

Introduction

This is the Landlord's application for a Monetary Order for damages; to retain the security deposit in partial satisfaction of its monetary claim; and to recover the cost of the filing fee from the Tenant.

The Landlord's agent DG gave affirmed testimony at the Hearing.

DG testified that the Notice of Hearing documents were mailed to the Tenant, via registered mail to an address provided by the Tenant in an e-mail, on March 5, 2014. The Landlord provided an affidavit of service, a copy of the Tenant's e-mail and the Canada Post tracking system print out.

Based on DG's affirmed testimony and the documentary evidence provided by the Landlord, I am satisfied that the Tenant was duly served with the Notice of Hearing documents by registered mail. Service in this manner is deemed to be effected 5 days after mailing the documents. Despite being served with the Notice of Hearing documents, the Tenant did not sign into the teleconference and the Hearing proceeded in his absence.

Preliminary Matter

The Landlord's Application indicates an address for service on the Tenant which is incorrect. The Application was amended to reflect the correct address for the Tenant.

Issues to be Decided

- Is the Landlord entitled to a monetary award for damages related to a flood at the rental unit and the cost of cleaning the rental unit at the end of the tenancy?

Background and Evidence

DG gave the following testimony:

This tenancy began on July 8, 2011. Monthly rent was \$895.00, due on the first day of each month. The first month's rent was free. The Tenant paid a security deposit in the

amount of \$447.50 on July 8, 2011, which the Landlord is still holding. The Tenant abandoned the rental unit on February 29, 2012. The Landlord became aware that the Tenant had abandoned the rental unit on March 7, 2014, and performed an outgoing Condition Inspection Report in the absence of the Tenant. A copy of the tenancy agreement and Condition Inspection Report were provided in evidence.

On or about December 31, 2013, the Tenant left a faucet on in the bathroom and then fell asleep. The resulting flood caused damage to the rental unit, common hallway, and the suite below the rental unit. The Landlord's insurance deductible is \$5,000.00. The cost of the repairs was \$4,890.12. The Landlord provided a copy of the invoice in evidence.

DG stated that the Landlord is also seeking \$60.00 for the cost of cleaning the rental unit at the end of the tenancy.

Analysis

Based on the undisputed, affirmed testimony of the Landlord's agent and the documentary evidence provided by the Landlord, I find that the Tenant caused a flood and that the Landlord suffered a loss as a result of the flood. I find that the Landlord is entitled to recover the cost of the repairs from the Tenant in the amount of **\$4,890.12**.

With respect to the Landlord's claim for the cost of cleaning the rental unit, I find that the Landlord has not provided sufficient evidence to support a claim for \$60.00. The Condition Inspection Report indicates that everything was clean with the exception of the bathtub and the drapes. The Landlord did not provide a breakdown with respect to how it arrived at a claim of \$60.00 (for example, 3 hours work at \$20.00 per hour, or a receipt from a cleaning company for the drapes). Therefore, this portion of the Landlord's claim is dismissed without leave to reapply.

Pursuant to Section 72(2)(b) of the Act, the Landlord may apply the security deposit towards partial satisfaction of its monetary award.

The Landlord has been largely successful in its application and I find that it is entitled to recover the cost of the **\$50.00** filing fee from the Tenant.

I hereby provide the Landlord with a Monetary Order, calculated as follows:

Damage from flood	\$4,890.12
Recovery of the filing fee	<u>\$50.00</u>
Subtotal	\$4,940.12

Less security deposit	- \$447.50
TOTAL AMOUNT DUE TO THE LANDLORD AFTER SET-OFF	\$4,492.62

Conclusion

I hereby grant the Landlord a Monetary Order in the amount of **\$4,492.62** for service upon the Tenant. This Order must may be filed in the Provincial Court of British Columbia (Small Claims) 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 26, 2014

Residential Tenancy Branch

