



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Royal LePage Brookside Realty - Property Management Division  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes                      MND, MNDC, FF

### Introduction

This hearing dealt with an application by the landlord for a monetary order for damage to the unit and for money owed or compensation for damage or loss under the Act, Regulation, or tenancy agreement.

A representative for the landlord attended the teleconference hearing and gave evidence, however the tenant did not attend. The landlord gave evidence that the tenant was personally served on May 14, 2014 with the Landlord's Application for Dispute Resolution and the Notice of a Dispute Resolution Hearing. I find the tenant was properly served.

### Issue(s) to be Decided

Is the landlord entitled to a monetary order as claimed?

### Background and Evidence

The tenancy agreement signed by the parties on March 28, 2012 indicates the tenancy started on April 1, 2013 and was for a one-year fixed term. The tenant was obligated to pay rent of \$1,000.00 per month payable in advance on the first day of the month. The tenant also paid a security deposit of \$500.00.

The landlord gave evidence that the tenant caused the toilet to overflow and this resulted in repair costs. His evidence is that the tenant's downstairs neighbour contacted the building manager on March 24, 2013 to say that water was leaking from her ceiling. The building manager went to the tenant's suite and discovered the toilet had overflowed and there was water on the bathroom floor and in the walk-through closet that adjoins the bathroom. The tenant told the building manager she had flushed some cooked oatmeal down the toilet.

The landlord provided a copy of an invoice dated March 25, 2013 from the company who made repairs. The invoice indicates that a section of wet drywall was cut out in the tenant's closet and a section of ceiling cut out in the suite below. Once the areas were dry, new drywall was

installed and painted. The invoice is for \$1,942.00. The landlord claims half this amount from the tenant, or \$971.00.

The landlord gave evidence that the tenant or other occupants of her rental unit breached two strata by-laws, resulting in fines for the owner. One fine was levied for a bicycle in the building and the other fine was for items being thrown from the rental unit window. The landlord seeks reimbursement of \$100.00 from the tenant for these fines.

The landlord's total claim is therefore \$1,121.00, comprised of \$971.00 (repair), \$100.00 (strata fine), and \$50.00 (RTB filing fee). The landlord gave evidence that he received a rent overpayment of \$300.00 on behalf of the tenant for July 2014 (the month the tenant moved out).

### Analysis

I find the landlord has established on a balance of probabilities that the tenant caused a toilet overflow which resulted in water damage to the building, and also breached two strata by-laws. The landlord is therefore entitled to be reimbursed for these costs.

The total amount due the landlord is \$1,121.00. I order that the landlord retain the security deposit of \$500.00 and the rent overpayment of \$300.00 in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$321.00. This order may be filed in the Small Claims Court and enforced as an order of that Court.

### Conclusion

I grant the landlord a monetary order for \$321.00.

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: September 26, 2014

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Residential Tenancy Branch

