



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Affordable Housing Advisory Association
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MND, MNSD, FF

Introduction

This hearing dealt with an application by the landlord for a monetary order for damage to the unit or property, to retain all or part of the security deposit, and to recover the RTB filing fee.

Two representatives for the landlord attended the teleconference hearing and gave evidence, however the tenant did not attend. The landlord's evidence is that the tenant was served with the Landlord's Application for Dispute Resolution and Notice of a Dispute Resolution Hearing by registered mail on May 13, 2014. 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 June 5, 2012 indicates the tenancy started June 1, 2012 and the tenant was obligated to pay rent of \$930.00 monthly in advance on the first day of the month. The tenant also paid a security deposit of \$465.00. A second tenancy agreement was signed on September 28, 2012 to start November 1, 2012.

The landlord gave evidence that the tenant contacted the resident manager on May 24, 2014 because her kitchen sink was backed up. The resident manager's husband attempted to snake the sink drain but was unable to solve the problem. The landlord then called a plumber.

The landlord provided a report from the plumber regarding the work done May 27, 2014. The report says there was a large amount of debris in the trap and tailpiece. The landlord's evidence is that the debris was a kind of grass and resembled hay. The plumber's report indicates he also checked bathroom sink and tub. He found the bathroom sink drain slow because of q-tips, hair pins, and hair and the bathtub drain slow because of hair.

The plumber's invoice was \$510.43. The landlord claims this amount from the tenant, on the basis that the tenant's actions or negligence caused the problems. The landlord says the drains are all high pressure cleaned every two years. He notes that no problems were identified with the rental unit drains at the move-in inspection or the move-out inspection for the previous tenant. The landlord seeks to apply the tenant's security deposit against the plumbing expense.

Analysis

I find the landlord has proven that it is more likely than not that the tenant's actions or negligence led to the blocked and slow drains within the suite. I find the landlord is therefore entitled to recover the cost of plumbing from the tenant and to also recover the RTB filing fee of \$50.00.

The total amount due the landlord is 560.43. I order that the landlord retain the security deposit of \$465.00 in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$95.43. 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 \$95.43. The landlord will also retain the security deposit.

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: October 02, 2014

Residential Tenancy Branch

