



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

INTERIM DECISION

Dispute Codes MND, FF

Introduction

This was a hearing with respect to the landlord's application for a monetary award. The hearing was conducted by conference call. The named parties attended for the landlord. The tenant was represented by her appointed agent.

Issue(s) to be Decided

Is the landlord entitled to a monetary award for the cost of repairs and if so, in what amount?

Background and Evidence

The rental unit is a strata title apartment in Coquitlam. According to the landlord, the tenant installed a bathroom fixture in the rental unit. The installation was faulty and a leak resulted. The leak caused extensive damage to the rental unit and to other parts of the building, including other strata units.

There was an earlier dispute resolution proceeding regarding the damage to the rental unit. In a decision dated August 2, 2013 an arbitrator awarded the landlord the sum of \$4,203.00 as the amount expended for emergency repairs to the rental unit. He said in his decision that the landlord's claim for an additional amount for the balance of restoration work was premature, because the work had not been done and the claim was based on a quotation. He dismissed the landlord's claim for an additional amount with leave to reapply and he noted as follows:

The jurisdiction of an arbitrator under the Residential Tenancy Act is limited to \$25,000. The Rules of Procedure provide that a landlord cannot split his claim. As a result, should the landlord re-apply the maximum the landlord is entitled to would be the \$25,000 less what was awarded in this hearing provided the landlord proves his actual loss.

In this application the landlord has claimed that the additional repairs have now been completed and he has applied for an award for the balance of his repair costs. The

landlord submitted a copy invoice from the restoration company in the amount of \$24,750.60.

The tenant's agent, who is a claims representative from the tenant's insurance company provided a written submission in which she raised concerns with respect to the validity of the invoice submitted by the landlord, in particular raising a question as to whether or not the landlord and the person responsible for the restoration were related and whether or not it was an arm's length transaction. The agent also submitted that there was a pending settlement whereby the landlord would be reimbursed in some amount for his expenditure for repairs. The tenant's agent submitted a copy of an e-mail dated September 19, 2014 confirming that a settlement of the strata claim was pending that would include an amount to be reimbursed to the landlord. The tenant's agent also submitted that some of the repair costs claimed by the landlord included the cost of repairs to strata property, for which he would be reimbursed by the strata corporations insurers.

Before the hearing the tenant's agent asked the landlord to consent to an adjournment of this hearing pending the conclusion of the settlement and payment. The landlord did not agree to adjourn the hearing.

Analysis

At the hearing I advised the parties that I had determined that this hearing should be adjourned to await the outcome of the settlement because there is no urgent requirement that this matter be adjudicated before the settlement is concluded. I remains to be seen whether or not the settlement will affect the landlord's entitlement to an award in this proceeding, but because of the possible prejudice to the tenant if this matter is heard before the settlement has been concluded I find that it is appropriate that his matter be adjourned. I will remain seized of this matter. The parties will receive a new notice of hearing setting out the time, date and call in particulars for the new hearing.

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: November 03, 2014

Residential Tenancy Branch

