



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      FF, MND, MNDC

### Introduction

This is an application for a monetary order for \$1002.57.

A substantial amount of documentary evidence, photo evidence, digital evidence, and written arguments has been submitted by the parties prior to the hearing.

I have given the parties and the witness the opportunity to present all relevant evidence, and to give oral testimony, and the parties were given the opportunity to ask questions of the other parties and the witness.

All testimony was taken under affirmation.

### Issue(s) to be Decided

Has the applicant established monetary claim against the respondent, and if so in what amount.

### Background and Evidence

The landlord claims that the tenant's improper use of the fan, and failure to open windows in the bathroom of the rental property resulted in extensive water damage due to the high humidity.

The landlord further alleges that the damage did not exist when the tenant moved into the rental unit.

The tenant alleges that the problem was with the ventilation fan in the bathroom of the rental unit and that he took reasonable steps to try and clear out moisture from the rental unit each time he used the shower the rental bathroom.

The tenant further stated that he would leave the fan running for at least 20 min. after showering, and that he always took steps to dry down the mirror and counters.

The tenant therefore does not believe that he should be held liable for the damage that was caused by the humidity in the bathroom.

The tenant further alleges that the bathroom had damage prior to his moving into the rental unit and that the landlord's photos are taken in such a way as to not show that damage.

Both sides agree that no move in inspection report was done at the beginning of the tenancy.

### Analysis

It's my finding that the applicant/landlord has not met the burden of proving that the damage to this rental unit was a result of any negligent or willful actions on the part of the tenant.

It's obvious there is water damage in this bathroom, however although the landlords son believes the tenant did not take reasonable steps to reduce the humidity in the bathroom, he has little evidence to support that claim.

The landlord's son has testified, in fact, that a home inspector (possibly unlicensed ) viewed the property and even that inspector stated that the ventilation fan in that bathroom was insufficient.

Further since no move-in inspection report was done there is little evidence to support the landlords claim that the damage did not pre-exist this tenancy. There is the written submission of the previous tenant; however I prefer the sworn testimony of the respondent in this matter.

Is my decision therefore that I will not allow the landlords claim for repair of the damaged caused by the humidity in this bathroom.

#### Conclusion

This application is dismissed in full without leave to reapply.

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: January 05, 2015

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Residential Tenancy Branch

